

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

AGENDA

Meeting Date and Time: Thursday, February 27, 2025, 10:00 AM

Meeting Location: This will be a virtual TEAMS meeting only

Meeting materials can be found at the following website:
<https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

Call-In Instructions: Telephone: 1-860-840-2075
Meeting ID: 749 792 738#

- 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 shall limit their comments to two minutes due to time constraints of this meeting. Speakers who called in by phone please press *6 to unmute.*
- III. Approval of Minutes:
 - a. January 27, 2025, Special Meeting
- IV. City of Hartford
 - a. Subcommittee Update
 - b. Review and Discussion: Refunding of General Obligation Bonds – City of Hartford
 - c. Review and Discussion: Monthly Financial Reports – City and Board of Education – December 2024
 - d. Status of FY 2025-2026 Budget
 - e. Status of City and Board of Education Labor Contracts
- V. City of West Haven
 - a. Review, Discussion, and Possible Action: Bond Resolution – Issuance of Bonds, Issue of 2025 and General Obligation BANs, Issue of 2025B in March 2025
 - b. Presenting: FY 2024 Audit Reports

- c. Subcommittee Update
 - i. February 11, 2025, Meeting
 - ii. February 27, 2025, Meeting
- d. Mayor's Executive Summary
- e. Review and Discussion: Monthly Financial Reports – City and Board of Education – December 2024
- f. Status of FY 2026 Budget - City and Board of Education
- g. Tier IV Action Plan Update:
 - i. Organizational Assessment - Whittlesey
 - ii. Finance Manager Summary – Protiviti
- V. Review, Discussion and Possible Actions: Non-Labor Contracts:
 - i. Bond Resolution – Dawson Avenue Area - Rehab of Sewer Pipes and Manholes
 - ii. CDM Smith - Stormwater Infrastructure Assessment and Design
 - Lydia Street Project – Provide Closed Circuit TV Inspection of existing Drains
 - iii. Colliers Engineering & Design – Preparation of a Comprehensive Downtown Municipal Development Plan
- VI. Other Business
- VII. Adjourn

STATE OF CONNECTICUT
MUNICIPAL ACCOUNTABILITY REVIEW BOARD
DRAFT SPECIAL MEETING MINUTES

Meeting Date and Time: Monday, January 27, 2025, 10:30 AM – Special Meeting

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

Call-In Instructions: Telephone: 1-860-840-2075
Meeting ID: 930 222 764#

Members in Attendance: Secretary Jeffrey Beckham, Kevin Alvarez (State Treasurer’s Designee), David Biller, Stephen Falcigno, Thomas Hamilton, Lisa Hammersley, and Sal Luciano.

Municipal Officials in Attendance: Mayor Dorinda Borer, Michael Gormany, Rick Spreyer, David Taylor, and Paul Dorsi and Craig Thompson (Police).

OPM Staff in Attendance: Kimberly Kennison, Gareth Bye, John Mehr, Simon Jiang, Bill Plummer, Michael Reis, Rachel Moser, and Lori McLoughlin.

OAG Staff in Attendance: James Caley, Assistant Attorney General

Munistat Services Staff in Attendance: Bill Lindsey

I. Call to Order & Opening Remarks by Secretary Jeffrey Beckham

The meeting was called to order at 10:30 a.m.

II. Approval of Minutes

a. December 19, 2024, Special Meeting

Mr. Biller made a motion to approve the December 19, 2024, Special Meeting Minutes with a second from Mr. Luciano. Motion carried. Mr. Falcigno abstained

III. City of West Haven

a. Review, Discussion, and Possible Action: Proposed Bond Anticipation Notes, Issue of 2025, Series A

On February 15, 2024, the City issued \$10.135 million of Bond Anticipation Notes (BANS) that mature on February 13, 2025. The City has since received approximately \$5.2 million of grant funds that will be used to paydown a portion of the maturing BANS. The City is seeking approval to issue \$5.025 million of new BANS with a maturity date of March 27, 2025 (45 days). A summary of the Note Sale was included in the meeting packet.

Mr. Lindsey, Financial Advisor from Munistat Services, stated that notes are coming due on February 13, 2025, and were issued as retainage notes for the City's High School project with the expectation that additional grant funds will be received as the High School Post Project Audit is completed by the State. The City has received about \$5.2 million in grants recently that were used to pay down the notes from \$10.135 million to \$5.025 million. Due to the FY2024 audit not being completed, the \$5.2 BANS will roll over for 45 days and then be extended for 12 months in March 2025. There is a minor budgetary impact with the addition of this short extension for 45 days. There is \$30,739 of interest cost on the notes for the 45 days.

Mr. Falcigno made a motion to approve the issuance of \$5.025 million of new BANS with a maturity date of March 27, 2025, second from Mr. Luciano. Motion carried.

b. Update: Issuance of General Obligation Bonds and Notes in late March 2025

The City is planning on issuing long-term bonds and short-term notes in late March of 2025. The City plans to issue of \$12.450 million of new money general obligation bonds to fund the fiscal year 2023-2024 Capital Budget and roll-over \$5.025 million of Bond Anticipation Notes (BANS) for 12 months. MARB approval was not needed at this meeting.

Finance Director Michael Gormany provided an overview of the General Obligation Bonds and BANS issuances scheduled for March 2025. The bond issuance will be funding the City's fiscal year 2024 Capital Projects. On January 27, 2025, the City Council will consider an item adopting this bond resolution. Upon approval, the City will be bringing the Bond Resolution for MARB approval to the February 27, 2025, meeting.

c. Mayor's Executive Summary

The Mayor updated the MARB of the recent hiring of a Human Resource Commissioner and a Health Director.

d. Update: Status of FY 2024 Audit

Mayor Borer shared that the audit was due on January 30, 2025, but the auditors are requesting additional time due to the recent hiring of a new BOE Finance Director and to get OPEB information from Milliman. The City will be requesting a 30-day extension but hoping to need only another two weeks. The Mayor expects to get the draft copies of the financials and the single audit by February 3, 2025, from the auditors. Ms. Kennison requested that the City's auditors be available to present at the February Full MARB meeting.

e. Review, Discussion and Possible Actions: Non-Labor Contracts:

Secretary Beckham, recommended that the three (3) non-labor contacts be taken as one motion for approval, as had been done at the last board meeting. MARB members had time to review

the contracts materials and asked if there were any questions. The MARB members and the City staff did discuss the ADP contract and the implementation process.

Secretary Beckham read into record each contract and asked for a motion to approve the following non-labor contracts:

i. Automatic Data Processing (ADP), Inc. - Payroll and Benefits Services – City and BOE

(Description - The City went out for bid seeking proposals from qualified vendors to provide payroll and benefits services for the City of West Haven and the Board of Education. Four (4) bids were received and was reviewed by the City. The City opted to remain with its current provider, ADP. The City is seeking approval to award a three-year contract that ends on the third anniversary of the Effective Date. The cost is based on the aggregated cost of various itemized services to be provided that is determined by a charge at a per item price times the number of that provided services. Projected costs for all these services over the three-year period is \$1,243,155.32. The payroll and benefits service would be funded out of the City's General Fund budget and the Board of Education budget.)

Ms. Gormany stated that they will be using a different process that ADP calls optimization to fix any implementation problems and to scrub all the data. The payroll manager is spearheading the project, working with both the City and Board of Education. MARB members recommended that the City hire a Project Manager to lead this implementation.

ii. Elm City Materials, Inc. – Paving services for Sidewalk, Driveway, Curb, and Road Repairs

(Description – The City went out for bid in October 2023 seeking proposals from contractors to perform sidewalk, driveway, curb, and road repairs. Six (6) bids were received. The City awarded, and contracted on February 22, 2024, this work to one of the bidders. However, after careful review and inspection by the City it was determined to terminate the agreement with this contractor pursuant to the terms and conditions of the executed contract. The City is seeking approval to award the remainder of this project work from March 1, 2025, through October 31, 2025, to Elms City Materials, Inc. of West Haven for \$422,000. The City Public Works budget and City Capital Projects will fund these sidewalk and road repairs.)

iii. Frontier Communications – Internet and Fiber Upgrades for the Police Department

(Description – The City is looking to switch from its current provider to Frontier Communications to upgrade the Police Department internet and fiber from 500MB to 5GB. Also, having fiber connection with the Animal Control Building and an internet upgrade for the Detective Division Forensic Unit. The City is seeking approval of a 60-month contract for this upgrade of services with Frontier Communications for a total of

\$143,100. Frontier Communication has a State Contract. The source of funding for this upgrade is the Police Department budget.)

Mr. Luciano made a motion to approve the above three contracts (Agenda items III. e. i-iii.) with a second by Mr. Alvarez. The motion passed unanimously.

f. West Haven Subcommittee Meeting in February

The next Subcommittee meeting is tentatively scheduled for February 13, 2025, and will be held virtually as a Teams Meeting. At the Subcommittee Meeting Members will develop recommendations for criteria for releasing the City from MARB oversight that will be discussed by the full MARB at its regular February meeting.

d. Adjourn

The next regularly scheduled MARB meeting will be held at the Legislative Office Building at 10:00 AM on February 27, 2025.

Mr. Luciano made a motion to adjourn, seconded by Mr. Alvarez. Motion carried. The meeting was adjourned at 11:01 AM.

MEMORANDUM
MUNICIPAL ACCOUNTABILITY REVIEW BOARD

To: Municipal Accountability Review Board
From: Kimberly Kennison
Subject: Update on Hartford Subcommittee
Date: February 5, 2025

The Hartford Subcommittee last met on Thursday, January 23, 2025.

New Personnel: Mr. Foster introduced the new Hartford Public Schools Chief Financial Officer, Caitlin Richard, who started in December.

Presentation- FY2024 Audit Reports: Ms. Leslie Zoll, Principal and Ms. Grace Musiitwa, Director from the City's independent audit firm, Clifton Larson Allen, presented the City's FY 2024 Audit. The audit firm issued an unmodified opinion on the City's financial statements and no findings in the report on internal controls and compliance. The Federal and State Single Audit reports were also issued with an unmodified opinion and with no findings. The City's General Fund Balance increased by \$20.6 million to a total of \$73.4 million as of June 30, 2024. The copies of the audit reports have been distributed to the board members.

Other Related Business – Status of Expiring labor contracts: Ms. Kennison inquired about the negotiation status of the City and the Board of Education (BOE) labor contracts. Mr. Foster shared that the BOE is bargaining with three unions: the Para-educators, the Security Guards, and the Secretaries. Multiple negotiation sessions are scheduled with all three unions over the next month. Mr. Freund shared that two City labor contracts, the Firefighters Union and Local 1716 that consists of Public Works employees expired on December 31, 2024. Both labor contracts are in active negotiation with no estimate when they will be resolved.

The next meeting of the Hartford Subcommittee is scheduled for May 1, 2025.

OFFICE OF THE STATE TREASURER
MEMORANDUM



TO: Kimberly Kennison, Executive Financial Officer, Office of Policy and Management

CC: Sarah Sanders, Deputy Treasurer

FROM: Kimberly Mooers, Assistant Treasurer for Debt Management *KWM*

DATE: February 19, 2025

SUBJECT: City of Hartford Contract Assistance/Special Obligation Refunding Bonds

Pursuant to our discussion regarding Hartford on February 18, 2025, I am providing this memo to summarize the currently proposed refunding of Hartford general obligations under the Contract for Financial Assistance between the City of Hartford and the State. OTT seeks your guidance regarding the appropriate steps that need to be taken to properly notify and/or, as appropriate, seek approval from, the Municipal Accountability Review Board (MARB).

Background. In 2018, during a time of fiscal distress being experienced by the City of Hartford, and under the authority of P.A. 17-2 of the June Special Session, the State, acting through the Secretary and the Treasurer (the “State Representatives”), entered into a Contract for Financial Assistance, pursuant to which the State effectively took over debt service on the City’s outstanding general obligation bonds. These bonds carry above market coupon rates and could be refunded at specified times in the future.

Prior Refunding. Among the rights given to the State in the Contract was the right to require the City to refinance the outstanding bonds, amending the Contract to cover the refunding bonds and to delete the refunded bonds. In 2023 the State exercised this right and the City issued \$124.95 million of special obligation bonds, at which time the Contract was amended such that the State would pay the debt service on the refunding bonds and the obligation as to the refunded bonds was removed. The effect was to reduce the State’s obligation to pay debt service under the Contract in each year, saving over \$12 million over ten years. After the refunding, approximately \$318 million of bonds are outstanding and subject to the Contract.

Present Refunding Opportunity. With the passage of time, it is again opportune to consider refunding all or most of the remaining general obligation bonds of the City by issuing another series of special obligation bonds. The savings that may be available will depend on final pricing details and structuring, but current figures indicate slightly under \$10 million in debt service savings are available, with approximately \$1 million in savings in each fiscal year. In round numbers, approximately \$165 million in special obligation bonds would be issued to retire approximately \$185 million in outstanding general obligation bonds, depending on the final structure. In general, the structure of the transaction would exactly mirror the 2023 refunding. With the City of Hartford, the Treasurer’s office has selected the same financing team, with underwriters for this transaction led by Raymond James and Siebert Williams Shank. Ernest Lorimer would again represent the State

Representatives, and Robinson & Cole and Shipman & Goodwin would act as bond counsel. It is anticipated that the transaction would occur this spring, before the end of the current legislative session, in coordination with the State's own general obligation bond offering and a CHESLA student loan financing.

In 2023 the City was a Tier III municipality operating under the supervision of the MARB, and the initial refunding required MARB approval. The City is now a Tier II municipality, and while still subject to supervision by MARB, I am advised MARB approval is not required. Nevertheless, the Secretary may still choose to advise MARB of the upcoming proposed transaction and be advised by it accordingly.

In coordination with the City, and mindful of the other transactions, we are now in the process of laying out a schedule for the proposed transaction. As before, while the State Representatives will execute the amended Contract at the closing of the proposed transaction, it is not feasible to enter the market to price the refunding bonds unless any necessary approvals have been obtained and the State Representatives have determined to proceed. Tentatively, we expect to release the preliminary official statement on April 11th, and would need said approvals in advance of doing so.

City of Hartford

FY2025

Monthly Financial Report to the Municipal Accountability Review Board



December 2024

(FY2025 P6)

Meeting date: February 27, 2025

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

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City of Hartford - FY2025 General Fund Financial Report & Projection

2/27/2025

Revenue Category	FY2024	FY2025 ADOPTED	FY2025 REVISED	FY2024 ACTUAL	FY2025 ACTUAL	FY2025	VARIANCE
	UN-AUDITED ACTUAL	BUDGET	BUDGET	(DEC)	(DEC)	PROJECTION	(FAV)/UNFAV
41 General Property Taxes ¹	(308,069,591)	(299,433,841)	(299,433,841)	(174,175,795)	(175,154,770)	(299,433,841)	-
42 Licenses & Permits ²	(13,266,465)	(6,950,743)	(6,950,743)	(7,369,815)	(2,729,053)	(6,950,743)	-
43 Fines Forfeits & Penalties ³	(98,146)	(113,840)	(113,840)	(48,155)	(72,859)	(113,840)	-
44 Revenue from Money & Property ⁴	(11,654,441)	(8,714,259)	(8,714,259)	(5,947,379)	(5,677,300)	(8,714,259)	-
45 Intergovernmental Revenues ⁵	(351,721,557)	(298,760,849)	(298,760,849)	(153,384,840)	(149,898,864)	(298,760,849)	-
46 Charges For Services ⁶	(4,854,362)	(3,491,416)	(3,491,416)	(1,996,065)	(1,629,069)	(3,491,416)	-
47 Reimbursements ⁷	(115,291)	(89,653)	(89,653)	(30,187)	(32,869)	(89,653)	-
48 Other Revenues ⁸	(1,002,761)	(332,866)	(332,866)	(569,008)	(641,009)	(332,866)	-
53 Other Financing Sources ⁹	(5,858,056)	(5,945,500)	(5,945,500)	(2,580,597)	(1,322,393)	(5,945,500)	-
Total Revenues¹⁶	(696,640,670)	(623,832,967)	(623,832,967)	(346,101,841)	(337,158,186)	(623,832,967)	-

Expenditure Category	FY2024	FY2025 ADOPTED	FY2025 REVISED	FY2024 ACTUAL	FY2025 ACTUAL	FY2025	VARIANCE
	UN-AUDITED ACTUAL	BUDGET	BUDGET	(DEC)	(DEC)	PROJECTION	(FAV)/UNFAV
Payroll ¹⁰	127,076,397	138,738,615	138,907,065	59,479,867	62,147,310	139,585,793	(678,728)
Benefits ¹¹	76,834,192	99,936,277	96,725,252	46,847,540	46,704,625	99,965,252	(3,240,000)
Debt & Other Capital ^{12, 15}	100,220,098	16,380,438	19,591,463	3,756,057	16,495,182	19,591,463	-
Library	9,201,354	9,512,786	9,512,786	4,600,797	4,756,393	9,512,786	-
Metro Hartford Innovation Services	5,075,732	5,555,019	5,555,019	2,537,868	2,777,510	5,555,019	-
Utilities	28,659,087	30,977,006	30,977,006	13,021,374	13,761,723	30,777,944	199,062
Other Non-Personnel ¹³	51,335,999	38,719,552	38,551,102	25,161,680	16,496,530	39,664,382	(1,113,280)
Education ¹⁴	284,013,274	284,013,274	284,013,274	95,012,915	95,012,915	284,013,274	-
Total Expenditures¹⁶	682,416,133	623,832,967	623,832,967	250,418,098	258,152,188	628,665,913	(4,832,946)

Revenues and Expenditures, Net	(14,224,537)	-	-	(95,683,743)	(79,005,998)	4,832,946	-
Use of Assigned Fund Balance	-	-	-	-	-	-	-
Projected (Surplus)/Deficit	-	-	-	-	-	4,832,946	-

REVENUE FOOTNOTES

- ¹ (1) Cumulative through December FY2025, current year tax levy revenue actuals are 4.58% or \$7.56M higher than through FY2024 Period 6 (December).
- (2) The FY2025 Period 6 amount for prior year levies is shown as a net expense (instead of revenue) reflecting credit adjustments due to tax appeals and court stipulations.
- (3) Interest and liens collections actuals through December FY2025 are 14% or \$0.45M lower than actuals through December FY2024.
- ² The Licenses and Permits revenue category is primarily comprised of building, electrical, mechanical, and plumbing permits, and food and milk dealer licenses. This revenue category's actuals are tracking unfavorably by 63% or \$4.64M compared to the FY2024 cumulative through December due to lower permit activity.
- ³ The Fines, Forfeits and Penalties revenue line item includes revenues from false alarm fines.
- ⁴ Revenue from Money and Property contains lease/rental and short-term investment income. FY2025 actuals are tracking 5% or \$0.27M lower than December FY2024 due to lower interest revenue.
- ⁵ Intergovernmental Revenues reflect the receipts of Education Cost Sharing, Supplemental Car Tax and PILOT revenues from the State. December FY2025 actuals are 2.27% or \$3.49M lower than December FY2024 actuals, due to a \$4.54M supplement to the Municipal Revenue Sharing Grant that was received in FY2024 but not in FY2025.
- ⁶ Charges for Services contains revenues associated with the conveyance tax, transcript/filing of records, and special events. This revenue line item varies each year with historical actuals ranging from \$2.8M to \$5.0M. December FY2025 actuals are 18% or \$0.37M lower than December 2024 actuals.
- ⁷ Reimbursements (primarily Section 8) largely occur at fiscal year end.
- ⁸ Other Revenues will vary year to year based on unanticipated items such as settlements. This revenue category's actuals through December FY2025 are \$0.07M higher than the FY2024 cumulative through December.
- ⁹ Other Financing Sources reflects revenues from DoNo Stadium Fund (1), the Parking Authority Fund (2), Special Police Service Fund (3), and other (4). Category actuals through December FY2025 are \$1.26M lower than the actuals through December FY2024 due to the timing of account transfers.
 - (1) Yard Goat Admission Tax is received monthly.
 - (2) The revenue from Hartford Parking Authority is received quarterly.
 - (3) Revenues from Police Private Duty normally are posted quarterly.

EXPENDITURE FOOTNOTES

- ¹⁰ Payroll (FT, PT, OT and Holiday) is projected to be net unfavorable by \$679K. The methodology of the full-time payroll projection (detailed in the appendix) reflects 22 weeks of actual payroll expenses with 30.2 weeks remaining. Vacancies are assumed to be refilled with 26.2 weeks remaining in the fiscal year. Vacancy and attrition savings of \$6.87M and PT savings of \$20K are offset by a projected shortfall of \$7.45M in OT and \$120K in Holiday Pay. Payroll will continue to be monitored throughout the fiscal year.
- ¹¹ Benefits and Insurances is projected to be net unfavorable due to the health cost trend and centrally budgeted non-Public Safety attrition being realized in departments citywide.
- ¹² The FY2025 Adopted Budget for Debt & Other Capital is comprised of \$4.64M for Downtown North principal and interest, \$220K for a Grant in Lieu of Taxes payment, \$116K for Clean Water loan principal and interest, \$3.21M for ARPA, and \$11.40M for Pay-As-You-Go CapEx for a total of \$19.59M.
- ¹³ Other is net unfavorable due to legal settlements.
- ¹⁴ Education YTD actuals reflect 6 months of the City's tax supported payment of \$96M and one payment from the State of Connecticut. The \$188M ECS will be recorded as the State allocation is received.
- ¹⁵ Under the executed Contract Assistance agreement, \$46.52M of General Obligation debt service payments are made on the City's behalf by the State of Connecticut in FY2025. 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.
- ¹⁶ 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

	FY2025 ADOPTED BUDGET	FY2025 REVISED BUDGET	FY2024 ACTUAL (DECEMBER)	FY2025 ACTUAL (DECEMBER)
41-TAXES	(299,433,841)	(299,433,841)	(174,175,795)	(175,154,770)
CURRENT YEAR TAX LEVY	(291,129,713)	(291,129,713)	(165,175,007)	(172,734,290)
INTEREST AND LIENS	(4,100,000)	(4,100,000)	(3,222,795)	(2,772,935)
PRIOR YEAR LEVIES	(4,000,000)	(4,000,000)	(5,503,678)	396,748
TAX LIEN SALES	-	-	(196,495)	-
OTHER	(204,128)	(204,128)	(77,819)	(44,292)
42-LICENSES AND PERMITS	(6,950,743)	(6,950,743)	(7,369,815)	(2,729,053)
BUILDING PERMITS	(3,800,580)	(3,800,580)	(3,608,955)	(1,192,299)
ELECTRICAL PERMITS	(1,051,600)	(1,051,600)	(1,627,400)	(631,996)
FOOD & MILK DEALER LICENSES	(192,300)	(192,300)	(157,850)	(221,425)
MECHANICAL PERMITS	(841,280)	(841,280)	(1,097,058)	(275,938)
PLUMBING PERMITS	(420,640)	(420,640)	(531,485)	(122,540)
OTHER	(644,343)	(644,343)	(347,066)	(284,856)
43-FINES FORFEITS AND PENALTIES	(113,840)	(113,840)	(48,155)	(72,859)
FALSE ALARM CITATIONS-POL&FIRE	(100,000)	(100,000)	(47,462)	(61,159)
LAPSED LICENSE/LATE FEE	(7,100)	(7,100)	-	(7,100)
OTHER	(6,740)	(6,740)	(693)	(4,600)
44-INTEREST AND RENTAL INCOME	(8,714,259)	(8,714,259)	(5,947,379)	(5,677,300)
BILLINGS FORGE	(20,428)	(20,428)	(10,122)	(11,338)
CT CENTER FOR PERFORM ART	(50,000)	(50,000)	(20,833)	(45,833)
INTEREST	(8,000,000)	(8,000,000)	(5,579,204)	(5,222,940)
RENT OF PROP-ALL OTHER	(87,720)	(87,720)	(51,684)	(47,305)
RENTAL OF PARK PROPERTY	(35,000)	(35,000)	(12,797)	(13,498)
RENTAL OF PARKING LOTS	-	-	-	-
RENTAL OF PROP-FLOOD COMM	(99,360)	(99,360)	(60,844)	(64,560)
RENTAL-525 MAIN STREET	-	-	(5,586)	-
RENTS FROM TENANTS	(161,400)	(161,400)	(85,983)	(96,689)
SHEPHERD PARK	(124,207)	(124,207)	-	-
THE RICHARDSON BUILDING	(100,000)	(100,000)	(102,255)	(157,064)
UNDERWOOD TOWER PILOT	(36,144)	(36,144)	(18,072)	(18,072)
45-INTERGOVERNMENTAL	(298,760,849)	(298,760,849)	(153,384,840)	(149,898,864)
MUNICIPAL AID	(295,653,357)	(295,653,357)	(152,537,687)	(148,633,974)
CAR TAX SUPPL MRSF REV SHARING	(22,770,460)	(22,770,460)	(22,167,601)	(22,770,460)
EDUCATION COST SHARING	(187,974,890)	(187,974,890)	(46,993,723)	(47,046,733)
HIGHWAY GRANT	(1,162,089)	(1,162,089)	(581,045)	(581,045)
MASHANTUCKET PEQUOT FUND	(6,136,523)	(6,136,523)	(2,045,508)	(2,045,508)
MRSA BONDED DISTRIBUTION GRANT	(1,419,161)	(1,419,161)	-	-
MRSF SELECT PILOT	(15,792,632)	(15,792,632)	(20,331,835)	(15,792,632)
PRIV TAX EXEMPT PROPERTY	(60,397,602)	(60,397,602)	(60,417,977)	(60,397,596)
OTHER MUNICIPAL AID	-	-	-	-
STATE CONTRACT ASSISTANCE	-	-	-	-
OTHER STATE REVENUES	(87,045)	(87,045)	(77,691)	(67,027)
JUDICIAL BRANCH REV DISTRIB.	(66,947)	(66,947)	(77,691)	(53,615)
VETERANS EXEMPTIONS	(20,098)	(20,098)	-	(13,412)
PILOTS, MIRA & OTHER INTERGOVERNMENTAL	(3,012,447)	(3,012,447)	(759,062)	(1,191,113)
DISABIL EXEMPT-SOC SEC	(7,262)	(7,262)	(7,262)	(6,435)
GR REC TAX-PARI MUTUEL	(165,714)	(165,714)	(76,637)	(66,203)
HEALTH&WELFARE-PRIV SCH	(54,629)	(54,629)	-	-
PHONE ACCESS LN TAX SH	(778,518)	(778,518)	-	-
PILOT CHURCH HOMES INC	(126,588)	(126,588)	(63,256)	(63,256)
PILOT FOR CT CTR FOR PERF	(418,761)	(418,761)	-	-
PILOT FOR HARTFORD 21	(500,000)	(500,000)	(250,000)	(250,000)
PILOT HARTFORD HILTON	(215,000)	(215,000)	(112,637)	(141,044)
PILOT HARTFORD MARRIOTT	(500,000)	(500,000)	(250,738)	(357,071)
PILOT-PENNANT N CROSSING	(220,975)	(220,975)	-	(307,105)
PILOT TRINITY COLLEGE	(25,000)	(25,000)	-	-
OTHER	(8,000)	(8,000)	(10,400)	(6,750)
STATE REIMBURSEMENTS	(8,000)	(8,000)	(10,400)	(6,750)
46-CHARGES FOR SERVICES	(3,491,416)	(3,491,416)	(1,996,065)	(1,629,069)
CONVEYANCE TAX	(1,600,000)	(1,600,000)	(938,182)	(721,415)
FILING RECORD-CERTIF FEES	(300,000)	(300,000)	(164,674)	(112,929)
TRANSCRIPT OF RECORDS	(640,750)	(640,750)	(294,102)	(251,844)
OTHER	(950,666)	(950,666)	(599,108)	(542,881)
47-REIMBURSEMENTS	(89,653)	(89,653)	(30,187)	(32,869)
ADVERTISING LOST DOGS	(453)	(453)	(200)	(190)
DOG ACCT-SALARY OF WARDEN	(2,105)	(2,105)	-	-
OTHER REIMBURSEMENTS	-	-	-	-
SECTION 8 MONITORING	(83,890)	(83,890)	(26,437)	(32,679)
OTHER	(3,205)	(3,205)	(3,550)	-
48-OTHER REVENUES	(332,866)	(332,866)	(569,008)	(641,009)
MISCELLANEOUS REVENUE	(117,534)	(117,534)	(81,578)	(174,518)
OVER & SHORT ACCOUNT	-	-	(190)	(3)
SALE OF DOGS	(6,849)	(6,849)	(4,096)	(3,253)
SETTLEMENTS - OTHER	(3,000)	(3,000)	-	-
OTHER	(205,483)	(205,483)	(483,145)	(463,236)
53-OTHER FINANCING SOURCES	(5,945,500)	(5,945,500)	(2,580,597)	(1,322,393)
DOWNTOWN NORTH (DONO)	(912,500)	(912,500)	(86,514)	(180,893)
REVENUE FROM HTFD PKG AUTHY	(2,283,000)	(2,283,000)	(1,282,000)	(1,141,500)
SPECIAL POLICE SERVICES	(2,750,000)	(2,750,000)	(1,212,083)	-
Grand Total	(623,832,967)	(623,832,967)	(346,101,841)	(337,158,186)

MARB Report - December 2024
CITY OF HARTFORD
PROPERTY TAX COLLECTIONS REPORT FOR FY2024 AND FY2025
PROPERTY TAX COLLECTIONS REPORT THROUGH December 31, 2024

Month	Current Year Taxes		Prior Year Taxes		Interest		Lien Sales		Total Collections	
	Actual FY2024	Actual FY2025	Actual FY2024	Actual FY2025	Actual FY2024	Actual FY2025	Actual FY2024	Actual FY2025	Actual FY2024	Actual FY2025
July	108,382,349	116,040,550 ¹	1,209,101	(4,763,812) ²	334,426	240,581 ^{3,4}	-	-	109,925,876	111,517,320
August	39,513,704	36,419,869	464,642	1,681,901	340,531	649,087	-	-	40,318,876	38,750,857
September	4,313,472	1,817,862	650,109	813,189	402,506	390,433	193,550	-	5,559,636	3,021,484
October	2,422,432	2,172,132	1,591,353	1,573,985	1,362,737	530,354	-	-	5,376,521	4,276,472
November	2,393,539	2,557,172	808,910	(1,198,285)	336,654	255,374	-	-	3,539,103	1,614,260
December	8,149,513	13,726,705	779,562	1,496,274	445,942	707,106	2,946	-	9,377,962	15,930,085
January	95,066,146		544,896		562,227		-		96,173,269	-
February	25,933,875		913,756		572,469		-		27,420,099	-
March	2,935,663		596,920		468,950		-		4,001,533	-
April	2,127,048		555,978		446,678		-		3,129,704	-
May	883,934		369,769		424,770		-		1,678,473	-
June	1,169,055		621,538		470,738		-		2,261,331	-
Total Collections	293,290,728	172,734,290	9,106,535	(396,748)	6,168,627	2,772,935	196,495	-	308,762,385	175,110,477
60 Days Collections	-		-		-		-		-	-
Reclass - Year End Entries	-		-		-		-		-	-
Adjusted Total Collections	293,290,728	172,734,290	9,106,535	(396,748)	6,168,627	2,772,935	196,495	-	308,762,385	175,110,477

Summary	Current Year Taxes		Prior Year Taxes		Interest		Lien Sales		Total Collections	
	FY2024	FY2025	FY2024	FY2025	FY2024	FY2025	FY2024	FY2025	FY2024	FY2025
Total Budget	292,019,388	291,129,713	4,300,000	4,000,000	4,100,000	4,100,000	-	-	300,419,388	299,229,713
Total Current Levy (GL 2023) New Bills Collections Through DECEMBER 2024	320,100,629	315,227,603	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Outstanding Receivable at 12/31	165,175,007	172,734,290	5,503,678	(396,748)	3,222,795	2,772,935	196,495	-	174,097,975	175,110,477
Timing Adjust bridging QDS to Munis	143,948,946	122,021,135	46,972,431	52,201,653	n/a	n/a	n/a	n/a	n/a	n/a
		20,472,178								

Statistics	Current Year Taxes		Prior Year Taxes		Interest		Lien Sales		Total Collections	
	FY2024	FY2025	FY2024	FY2025	FY2024	FY2025	FY2024	FY2025	FY2024	FY2025
% of Budget Collected	56.56%	59.33%	127.99%	-9.92%	78.60%	67.63%	-	-	57.95%	58.52%
% of Adjusted Levy Collected	51.60%	54.80%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mill Rate Real Estate	68.95	68.95								
Mill Rate Personal Property	68.95	68.95								
Mill Rate Motor Vehicle	32.46	32.46								

NOTES

- ¹ Current Year Tax collections exceed prior year due to timing.
- ² PY levy collected was offset against credit adjustments due to tax appeals and court stipulations.
- ³ Payment of prior year taxes including interest.
- ⁴ July Interest was 236,605 now 240,582
- ⁵ MTS 50/50 split is not part of computations for total collections.

Expenditure Summary - Departments

	FY2024 UN -AUDITED ACTUAL	FY2025 ADOPTED BUDGET	FY2025 REVISED BUDGET	FY2024 ACTUAL (DEC)	FY2025 ACTUAL (DEC)	FY2025 PROJECTION	VARIANCE FAV/(UNFAV)
00111 MAYOR'S OFFICE ¹	803,757	853,202	853,202	347,989	391,920	875,055	(21,853)
00112 COURT OF COMMON COUNCIL	683,457	978,077	978,077	311,333	315,358	946,976	31,101
00113 TREASURER	379,264	549,250	549,250	161,328	183,318	531,059	18,191
00114 REGISTRARS OF VOTERS	839,719	597,072	932,844	456,573	496,495	932,603	241
00116 CORPORATION COUNSEL	1,474,760	1,709,616	1,709,616	739,119	687,112	1,620,245	89,371
00117 TOWN & CITY CLERK	889,780	1,076,067	1,076,067	438,186	441,848	988,425	87,642
00118 INTERNAL AUDIT	529,725	554,861	554,861	241,489	234,530	543,803	11,058
00119 CHIEF OPERATING OFFICER	1,361,994	1,547,904	1,547,904	575,909	482,773	1,387,589	160,315
00122 METRO HARTFORD INNOVATION SERV	5,075,732	5,555,019	5,555,019	2,537,868	2,777,510	5,555,019	0
00123 FINANCE	3,948,889	4,400,078	4,400,078	1,697,894	1,787,463	4,208,703	191,375
00125 HUMAN RESOURCES	1,474,029	2,217,985	2,217,985	711,247	930,162	2,122,546	95,439
00128 OFFICE OF MANAGEMENT & BUDGET	1,443,492	1,605,967	1,605,967	629,579	701,662	1,577,417	28,550
00132 FAMILIES, CHILDREN, & YOUTH	4,619,881	3,399,591	3,399,501	2,265,724	1,379,190	3,246,933	152,568
00142 SPORTS AND RECREATION	0	2,283,649	2,283,649	0	1,030,183	2,273,570	10,079
00211 FIRE ²	41,650,383	41,485,004	41,485,004	18,630,446	19,126,590	44,495,527	(3,010,523)
00212 POLICE	50,397,483	54,867,897	54,867,897	23,855,075	24,432,151	53,190,362	1,677,535
00213 EMERGENCY SERVICES & TELECOMM. ³	5,289,811	5,300,745	5,300,745	2,729,248	2,533,263	5,695,554	(394,809)
00311 PUBLIC WORKS ⁴	21,290,385	22,373,066	22,373,066	9,448,987	10,384,621	22,580,759	(207,693)
00420 DEVELOPMENT SERVICES	5,826,838	7,472,383	7,472,383	2,091,605	2,920,840	7,262,216	210,167
00520 HEALTH AND HUMAN SERVICES	5,078,423	6,221,324	6,221,324	1,523,621	2,235,509	6,028,805	192,519
00711 EDUCATION	284,013,274	284,013,274	284,013,274	95,012,915	95,012,915	284,013,274	0
00721 HARTFORD PUBLIC LIBRARY	9,201,354	9,512,786	9,512,786	4,600,797	4,756,393	9,512,786	0
00820 BENEFITS & INSURANCES ⁵	76,834,192	99,936,277	96,725,252	46,847,540	46,704,625	99,965,252	(3,240,000)
00821 DEBT SERVICE	100,220,098	16,380,438	19,591,463	3,756,057	16,495,182	19,591,463	0
00822 NON OP DEPT EXPENDITURES ⁶	59,089,432	48,941,525	48,605,753	30,807,569	21,710,576	49,519,972	(914,219)
Grand Total	682,416,133	623,832,967	623,832,967	250,418,098	258,152,188	628,665,913	(4,832,946)

¹ Mayor's Office is projected to be unfavorable due to salary adjustments.

² Fire is projected to be unfavorable due to overtime.

³ Emergency Services & Telecomm. is projected to be unfavorable due to overtime.

⁴ Public Works is projected to be unfavorable due to overtime.

⁵ Benefits and Insurances is projected to be net unfavorable due to the health cost trend and centrally budgeted non-Public Safety attrition being realized in departments city-wide.

⁶ Non Operating is projected to be net unfavorable primarily due to legal settlements.

Expenditure Summary - Major Expenditure Category

	FY2024 UN-AUDITED ACTUAL	FY2025 ADOPTED BUDGET	FY2025 REVISED BUDGET	FY2024 ACTUAL (DEC)	FY2025 ACTUAL (DEC)	FY2025 PROJECTION	VARIANCE FAV/(UNFAV)
PAYROLL	127,076,397	138,738,615	138,907,065	59,479,867	62,147,310	139,585,793	(678,728)
FT ¹	99,107,873	116,413,791	116,615,452	45,230,529	47,987,860	109,740,662	6,874,790
HOL ¹	2,619,050	2,556,169	2,556,169	979,640	1,005,669	2,676,551	(120,382)
OT ¹	22,759,994	16,709,409	16,709,409	11,748,386	11,751,050	24,162,675	(7,453,266)
PT ¹	2,589,480	3,059,246	3,026,035	1,521,312	1,402,732	3,005,904	20,131
BENEFITS	76,834,192	99,936,277	96,725,252	46,847,540	46,704,625	99,965,252	(3,240,000)
HEALTH	9,371,168	34,709,697	31,498,672	14,055,356	12,437,071	32,498,672	(1,000,000)
MITIGATION ²	0	(2,240,000)	(2,240,000)	0	0	0	(2,240,000)
PENSION	54,724,151	51,768,917	51,768,917	24,719,969	25,831,174	51,768,917	0
INSURANCE	5,061,504	5,995,873	5,995,873	3,882,313	3,925,499	5,995,873	0
FRINGE REIMBURSEMENTS	(2,651,050)	(2,947,953)	(2,947,953)	(879,870)	(798,437)	(2,947,953)	0
LIFE INSURANCE	238,138	234,883	234,883	117,870	120,807	234,883	0
OTHER BENEFITS	5,219,745	6,165,000	6,165,000	2,564,400	2,656,636	6,165,000	0
WAGE	0	1,186,110	1,186,110	0	0	1,186,110	0
WORKERS COMP	4,870,535	5,063,750	5,063,750	2,387,500	2,531,875	5,063,750	0
DEBT	100,220,098	16,380,438	19,591,463	3,756,057	16,495,182	19,591,463	0
DEBT	100,220,098	16,380,438	19,591,463	3,756,057	16,495,182	19,591,463	0
LIBRARY	9,201,354	9,512,786	9,512,786	4,600,797	4,756,393	9,512,786	0
LIBRARY	9,201,354	9,512,786	9,512,786	4,600,797	4,756,393	9,512,786	0
MHIS	5,075,732	5,555,019	5,555,019	2,537,868	2,777,510	5,555,019	0
MHIS	5,075,732	5,555,019	5,555,019	2,537,868	2,777,510	5,555,019	0
UTILITY	28,659,087	30,977,006	30,977,006	13,021,374	13,761,723	30,777,944	199,062
UTILITY ³	28,659,087	30,977,006	30,977,006	13,021,374	13,761,723	30,777,944	199,062
OTHER	51,335,999	38,719,552	38,551,102	25,161,680	16,496,530	39,664,382	(1,113,280)
COMMUNITY ACTIVITIES	3,590,204	3,136,956	3,231,956	1,464,333	1,422,573	3,231,956	0
CONTINGENCY	672,073	3,043,740	2,193,740	166,708	105,995	2,193,740	0
CONTRACTED SERVICES ⁴	6,967,005	7,155,615	7,154,306	3,130,511	3,572,158	7,234,306	(80,000)
ELECTIONS	0	363,817	28,045	0	0	28,045	0
GOVT AGENCY & OTHER ⁵	40,959	45,259	45,259	30,971	31,889	47,388	(2,129)
LEASES - OFFICES PARKING COPIER ⁶	1,713,598	2,008,140	2,008,140	916,778	682,637	1,962,547	45,593
LEGAL EXPENSES & SETTLEMENTS ⁷	15,105,784	3,749,500	4,599,500	12,477,861	2,662,835	5,699,500	(1,100,000)
OTHER ⁸	7,431,122	5,109,879	5,111,205	1,060,534	2,255,050	5,087,950	23,255
OUT AGENCY	100,000	100,000	100,000	0	0	100,000	0
POSTAGE	215,021	200,000	216,000	146,055	133,595	216,000	0
SUPPLY	5,159,300	4,802,404	4,901,067	2,007,600	1,955,645	4,901,067	0
TECH, PROF & COMM BASED SERVICES	3,855,330	5,018,629	5,023,671	1,713,777	1,905,647	5,023,671	0
VEHICLE & EQUIP	6,485,605	3,985,613	3,938,213	2,046,552	1,768,507	3,938,213	0
EDUCATION	284,013,274	284,013,274	284,013,274	95,012,915	95,012,915	284,013,274	0
EDUCATION	284,013,274	284,013,274	284,013,274	95,012,915	95,012,915	284,013,274	0
Grand Total	682,416,133	623,832,967	623,832,967	250,418,098	258,152,188	628,665,913	(4,832,946)

¹ Payroll (FT, PT, OT and Holiday) is projected to be net unfavorable by \$679K. The methodology of the full-time payroll projection (detailed in the appendix) reflects 22 weeks of actual payroll expenses with 30.2 weeks remaining. Vacancies are assumed to be refilled with 26.2 weeks remaining in the fiscal year. Vacancy and attrition savings of \$6.87M and PT savings of \$20K are offset by a projected shortfall of \$7.45M in OT and 120K in Holiday Pay. Payroll will continue to be monitored throughout the fiscal year.

² Mitigation of \$2.24M reflects non-Public Safety budgeted attrition and vacancy savings. The Police and Fire department respectively include \$4.74M and \$418K in budgeted attrition and vacancy savings. In total, \$7.40M is budgeted for attrition city-wide.

³ Utilities are favorable due to piped gas and diesel fuel.

⁴ Contracted Services is unfavorable due to the Public Safety Complex and camera maintenance expenses.

⁵ Government Agencies is unfavorable due to the Greater Hartford Transit and US Conference of Mayors expenses.

⁶ Leases is favorable due to facility rentals and copier machine costs.

⁷ Legal expenses is unfavorable due to settlements.

⁸ Other is favorable due to Learning Corridor hot and chilled water.

Appendix

FY2025 Full-time Payroll Projection (Dec)

DEPARTMENTS	BUDGETED HC	BUDGETED ANNUAL AMOUNT (REV)	YTD THRU CHECK ISSUE 12/7 (22 WEEKS)	PROJECTION (30.2 WEEKS)	YTD THRU 12/7 PLUS PROJECTION 30.2 WEEKS)	REMAINING ESTIMATED STEPS	PROJECTION	VARIANCE (BUDGETED ANNUAL AMOUNT - PROJECTION)
111-Mayor	8	816,954	345,970	492,838	838,807	0	838,807	(21,853)
112-CCC	7	498,636	177,998	289,537	467,535	0	467,535	31,101
113- Treas	9	428,640	157,819	249,715	407,535	2,914	410,449	18,191
114- ROV	7	439,863	185,155	253,319	438,474	1,148	439,622	241
116-Corp Counsel	15	1,644,436	600,525	951,484	1,552,009	0	1,552,009	92,427
117- Clerk	12	865,933	282,275	490,157	772,432	4,783	777,214	88,719
118-Audit	5	530,188	208,154	310,726	518,880	0	518,880	11,308
119-COO	16	1,311,225	365,123	771,444	1,136,568	868	1,137,436	173,789
123- FIN	48	4,050,390	1,536,287	2,284,371	3,820,658	39,032	3,859,690	190,700
125- HR	17	1,348,760	461,851	803,058	1,264,908	1,862	1,266,771	81,989
128-OMBG	12	1,061,237	401,453	618,680	1,020,133	4,905	1,025,037	36,200
132-FCYR	10	881,415	282,103	513,311	795,414	4,724	800,138	81,277
142-DSR	8	873,246	290,149	503,686	793,835	7,337	801,172	72,074
211- Fire	375	32,285,358	12,654,024	18,446,943	31,100,967	322,834	31,423,801	861,557
212- Police	527	46,898,810	14,905,535	22,643,932	37,549,467	471,120	38,020,587	8,878,223
213- EST	57	4,088,443	1,386,779	2,280,826	3,667,605	40,318	3,707,923	380,520
311- DPW	234	14,348,385	5,395,176	8,220,331	13,615,506	131,854	13,747,360	601,025
420- Devel Serv	70	6,123,894	2,067,667	3,621,587	5,689,253	93,530	5,782,784	341,110
520- HHS	39	3,167,610	1,028,660	1,877,206	2,905,865	38,181	2,944,046	223,564
Grand Total	1,476	121,663,423	42,732,704	65,623,148	108,355,852	1,165,410	109,521,262	12,142,161

FT- Fire Attrition	(417,592)
FT- Police Attrition	(4,740,984)
FT- Net other payroll	110,605
FT- Total Revised Budget	<u>116,615,452</u>

FT- Fire Attrition	(417,592)
FT- Police Attrition	(4,740,984)
FT- Net other payroll	(108,795)
FT- Subtotal Variance	<u>6,874,790</u>
Non-Sworn Attr. (in Benefits)	(2,240,000)
Total Variance	<u>4,634,790</u>

Assumptions

- 1) Analysis is based on year-to-date actuals from check date 12/7/24, which includes 22 pay periods, and projects filled positions for 30.2 future weeks.
- 2) Non-sworn vacancies are projected for 26.2 future weeks.
- 3) Adopted head count is 1476 with 20 MHIS positions funded in the MHIS internal service fund.
- 4) Unfavorable department variances are due to salary adjustments and funds will be transferred, as needed, at year end.



MEMO

From: Caitlin Richard
To: Dr. Leslie Torres-Rodriguez
Date: January 13, 2025
Re: December 2024 Financial Results

Attached please find our Period 6 financial results through December 31, 2024.

Across all funding sources, total expenditures in December were \$35.5 million, bringing our year to date spending to \$156.4 million. Over the first six months of the prior fiscal year, spending totaled \$167.4 million, suggesting that in total our spending patterns in the current year are running lower than historical norms. Looking more closely at the underlying detail, we have spent less on salaries and contracted professional services in 2024-25 than we did in the prior year, which is largely related to the absence of COVID grant-related spending in the current period and higher vacancy rates than the prior year. We have also spent less on professional contracts and services, purchased property services, and systemwide purchased services. This was slightly offset by higher expenditures in the current year for supplies and materials, which is driven by higher utility costs, and fringe benefits, which is driven by timing differences.

General Fund expenditures over the first six months of 2024-25 were \$101.0 million, compared with \$110.2 million for the same period a year ago. We continue to monitor the FY2025 deficit resulting from unrealized revenue assumptions (use of ESSER and non-lapsing fund) as well as unbudgeted expenditures. By the end of February, we will complete a year-end projection which will forecast the amount of the deficit that can be mitigated by vacancy savings beyond those assumed in the budget. This will also indicate the degree to which spending has to be reduced for the remainder of the year.

Encumbrances across all funding sources totaled \$83.9 million at the end of December, compared with \$74.1 million at the end of November. The sequential increase was driven by entirely an increase in tuition encumbrances, as we suggested would occur in our last monthly report. This was offset in part by declines in our transportation and utilities encumbrances, as encumbered funds were utilized to issue payments to our vendors.

If you have any questions on the attached Period 6 reports, please let me know.



All Funds Budget
Financial Position Report as of 1/13/2025
For: 7/1/2024 to 12/31/2024 Period: 1 to 6



Description	Series	FY 2024-25 Adopted Budget	FY 2024-25 Adjusted Budget	Year To Date Expenditures	Year To Date Encumb/ Commitment	Balance
Certified Salaries	100	137,257,685	136,581,564	53,801,191	-	82,780,372
Severance/Other	199	1,215,000	1,215,000	30,237	-	1,184,763
Certified Salaries Total		138,472,685	137,796,564	53,831,428	-	83,965,136
Non Cert Salaries	200	61,625,378	64,205,017	25,903,708	-	38,301,309
Severance/Other	299	383,498	383,498	499,636	-	(116,138)
Non Certified Salaries Total		62,008,876	64,588,515	26,403,344	-	38,185,171
Instructional Improvements	322	6,504,266	10,329,402	1,462,716	5,171,991	3,694,694
Professional Services	333	3,120,715	4,189,048	1,138,928	759,422	2,290,698
MHIS/IT Services	335	3,976,413	3,976,413	1,988,207	-	1,988,207
Professional Contracts & Svs		13,601,394	18,494,863	4,589,851	5,931,413	7,973,599
Maint Supplies & Services	442	410,429	418,429	158,748	259,681	-
Maintenance Contracts	443	5,335,021	5,532,192	2,270,269	1,678,124	1,583,799
Rental - Equip & Facilities	444	1,080,784	518,218	147,743	116,276	254,200
Building Improvements	445	365,000	500,584	239,508	90,544	170,531
Purchased Property Services		7,191,233	6,969,422	2,816,268	2,144,625	2,008,530
Transportation	551	29,582,135	30,284,274	13,019,280	12,488,402	4,776,592
Communications	553	3,617,918	4,198,819	2,912,680	193,559	1,092,580
Advertising	554	174,371	189,001	4,528	-	184,473
Printing & Binding	555	88,401	64,756	2,860	-	61,895
Tuition	556	109,781,496	105,036,160	9,362,519	54,097,030	41,576,610
Travel & Conferences	558	182,920	275,758	57,056	-	218,703
Misc Services	559	982,125	1,251,923	344,160	172,394	735,369
Systemwide Purchased Svs Total		144,409,366	141,300,690	25,703,082	66,951,386	48,646,222
Instructional & Other Supplies	610	3,950,071	5,135,618	2,143,783	849,765	2,142,070
Utilities	620	8,846,671	8,846,671	4,168,206	7,399,635	(2,721,170)
Text & Library Books	640	56,728	62,848	13,129	3,610	46,110
Misc Supplies	690	586,025	1,494,801	467,150	132,375	895,276
Supplies & Materials Total		13,439,496	15,539,939	6,792,268	8,385,385	362,286
Equipment	730	935,412	1,243,532	153,617	47,112	1,042,803
Outlay Total		935,412	1,243,532	153,617	47,112	1,042,803
Organization Dues	810	150,251	203,696	136,530	7,857	59,310
Legal Judgments	820	120,000	120,000	121,541	-	(1,541)
Other Operating Expenses	899	(10,923,382)	208,084	46,825	143,086	18,173
Other Misc Expend Total		(10,653,131)	531,780	304,895	150,943	75,942
Fringe Benefits/Insurances	990	60,005,573	60,651,847	35,779,880	321,982	24,549,985
Contingency	998	-	-	-	-	-
Indirect	999	-	109,083	-	-	109,083
Sundry Total		60,005,573	60,760,930	35,779,880	321,982	24,659,068
All Funds Budget Total		429,410,903	447,226,236	156,374,632	83,932,847	206,918,757



General Fund Budget
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Description	Series	FY 2024-25	FY 2024-25	Year To Date		Balance	% Used
		Adopted Budget	Adjusted Budget	Year To Date Expenditures	Encumb/Commitment		
Certified Salaries	100	65,849,078	63,229,564	27,810,113	-	35,419,452	43.98%
Severance/Other	199	1,215,000	1,215,000	30,237	-	1,184,763	2.49%
Certified Salaries Total		67,064,078	64,444,564	27,840,349	-	36,604,215	43.20%
Non Cert Salaries	200	41,274,100	40,812,132	16,733,985	-	24,078,147	41.00%
Severance/Other	299	383,498	383,498	499,636	-	(116,138)	130.28%
Non Certified Salaries Total		41,657,598	41,195,630	17,233,621	-	23,962,009	41.83%
Instructional Improvements	322	2,289,783	4,950,816	813,702	2,872,200	1,264,914	74.45%
Professional Services	333	1,887,210	1,855,662	712,905	347,418	795,339	57.14%
MHIS/IT Services	335	3,206,800	3,206,800	1,603,400	-	1,603,400	50.00%
Professional Contracts & Svs		7,383,793	10,013,278	3,130,007	3,219,617	3,663,653	63.41%
Maint Supplies & Services	442	407,000	415,000	158,628	256,372	-	100.00%
Maintenance Contracts	443	5,020,192	5,202,652	2,051,397	1,606,639	1,544,617	70.31%
Rental - Equip & Facilities	444	997,278	351,376	113,262	79,890	158,224	54.97%
Building Improvements	445	365,000	476,014	239,508	90,544	145,961	69.34%
Purchased Property Services		6,789,470	6,445,043	2,562,795	2,033,446	1,848,802	71.31%
Transportation	551	29,106,881	29,078,188	12,781,896	12,474,838	3,821,455	86.86%
Communications	553	1,915,759	2,076,936	1,441,246	124,983	510,706	75.41%
Advertising	554	24,371	26,461	4,528	-	21,933	17.11%
Printing & Binding	555	28,075	24,319	2,000	-	22,320	8.22%
Tuition	556	97,381,575	87,350,049	5,319,886	42,171,772	39,858,391	54.37%
Travel & Conferences	558	139,870	137,414	33,980	-	103,434	24.73%
Misc Services	559	513,340	587,109	267,132	129,461	190,515	67.55%
Systemwide Purchased Svs		129,109,871	119,280,477	19,850,669	54,901,054	44,528,754	62.67%
Instructional & Other Supplies	610	2,014,393	2,147,129	904,396	729,946	512,787	76.12%
Utilities	620	6,939,486	6,939,486	2,850,377	6,810,279	(2,721,170)	139.21%
Text & Library Books	640	17,710	17,506	519	1,827	15,161	13.40%
Misc Supplies	690	348,445	468,309	171,813	92,019	204,476	56.34%
Supplies & Materials Total		9,320,035	9,572,430	3,927,104	7,634,071	(1,988,746)	120.78%
Equipment	730	239,557	204,112	75,408	16,969	111,736	45.26%
Outlay Total		239,557	204,112	75,408	16,969	111,736	45.26%
Organization Dues	810	116,646	150,802	104,714	5,082	41,007	72.81%
Legal Judgments	820	120,000	120,000	121,541	-	(1,541)	101.28%
Other Operating Expenses	899	(11,138,599)	(182,719)	27,081	134,242	(344,043)	-88.29%
Other Misc Expend Total		(10,901,953)	88,082	253,335	139,324	(304,577)	445.79%
Fringe Benefits/Insurances	990	35,234,107	34,652,941	26,079,310	321,982	8,251,649	76.19%
Contingency	998	-	-	-	-	-	0.00%
Indirect	999	(1,883,282)	(1,883,282)	-	-	(1,883,282)	0.00%
Sundry Total		33,350,825	32,769,658	26,079,310	321,982	6,368,366	80.57%
General Fund Budget Total		284,013,274	284,013,274	100,952,599	68,266,463	114,794,212	59.58%



Special Fund Budget
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Grant Name	Grant Year	FY 2024-25	FY 2024-25	Year To Date Expenditures	Year To Date Encumb/Commitment	Balance	Year To Date Revenue	Revenue Not Yet Received
		Adopted Budget	Adjusted Budget					
ADULT EDUCATION PEP	2025	-	81,500	-	-	81,500	0	81,500
AMERICAN RESCUE PLAN ARP-ESSER III	2021	-	-	11,170	-	-11,170	38,589,862	-38,589,862
ARP ESSER SPPT	2023	-	127,511	117,181	38	10,292	0	127,511
ARP HCY II HOMELESS CHILDREN & YOUTH	2021	-	187,616	186,237	102	1,278	299,615	-111,999
ARP/ESSER HCYI Homeless Child&Youth	2022	-	64,800	64,794	-	6	21,611	43,189
ARPA - FAFSA Completion	2024	-	13,080	341	406	12,333	0	13,080
ARPA - PRIORITY SCH DIST-FAITH ACTS	2021	-	548,939	356,521	22,250	170,168	354,921	194,018
ARPA DUAL CREDIT EXPANSION	2024	-	90,000	3,097	-	86,903	0	90,000
ARPA EXPAND SUPP FOR L.E.A.P.	2023	-	193,981	204,961	-	-10,980	0	193,981
ARPA EXPAND SUPP FOR L.E.A.P.	2024	-	500,000	83,068	-	416,932	0	500,000
ARPA RIGHT TO READ	2023	-	650,713	649,773	-	940	0	650,713
ARPA SUMMER MENTAL HEALTH SUPPORTS	2025	-	42,522	32,049	-	10,473	0	42,522
ARP-ESSER III subgrant SEIG	2022	-	-	294	-	-294	0	0
CARL D. PERKINS	2023	-	-	-	-	0	-17,350	17,350
CARL D. PERKINS	2025	640,000	640,000	112,836	-	527,164	0	640,000
CONSOLIDATED TITLE 3 IMMIGRANT	2024	-	9,000	-	-	9,000	0	9,000
CT CHILDREN MEDICAL CENTER-DWORKIN	2023	-	-	28,632	-	-28,632	0	0
CT CHILDREN MEDICAL CENTER-DWORKIN	2024	-	911,770	397,021	175,500	339,250	0	911,770
Ct Stronger Connections Grant	2024	343,641	343,641	116,754	-	226,887	0	343,641
ESSA SIG Competitive	2024	-	54,649	14,878	7,000	32,771	0	54,649
ESSER (COVID-19) CARES ACT	2020	-	-	-	-	0	-25,353	25,353
FULL SERVICE COMMUNITY SCHOOLS GRAN	2024	-	402,026	117,196	-	284,829	53,064	348,962
IDEA PART B SECTION 611	2022	-	-	-	-	0	-30,838	30,838
IDEA PART B SECTION 611	2024	1,000,000	2,955,695	1,048,564	409,462	1,497,669	0	2,955,695
IDEA PART B SECTION 611	2025	6,800,000	6,800,000	2,781,992	327,957	3,690,051	0	6,800,000
IDEA PART B, SECTION 619 PRE-SCHOOL	2022	-	-	-	-	0	-643	643
IDEA PART B, SECTION 619 PRE-SCHOOL	2024	-	215,651	46,655	-	168,995	0	215,651
IDEA PART B, SECTION 619 PRE-SCHOOL	2025	233,265	233,265	7,153	4,286	221,826	0	233,265
IDEA PartB-Transition Support Act.	2024	-	40,000	37,558	1,556	886	39,332	668
IDEAPartB-Extended Supp. Para (ESP)	2024	-	5,000	3,790	-	1,210	3,790	1,210
MCK-VENTO HOMELESS COUNTINUATION 2	2024	-	5,043	5,078	-	-36	0	5,043
MCK-VENTO HOMELESS COUNTINUATION 2	2025	32,400	32,400	4,769	-	27,631	0	32,400
OD ESSA SIG - ML KING	2025	-	200,000	58,501	-	141,499	0	200,000
OD ESSA SIG C02-BURNS	2023	-	1,153	1,110	-	43	0	1,153
OD ESSA SIG C02-BURNS	2024	-	70,627	-	-	70,627	0	70,627
OD ESSA SIG C02-BURNS	2025	-	422,942	57,013	25,147	340,782	0	422,942
OD ESSA SIG C02-MILNER	2023	-	14,366	14,356	-	10	0	14,366
OD ESSA SIG C02-MILNER	2024	-	44,034	5,971	4,650	33,414	0	44,034
OD ESSA SIG C02-MILNER	2025	-	345,000	98,719	37,008	209,273	0	345,000
OD ESSA SIG C02-MLKING	2023	-	3,708	-	-	3,708	0	3,708
OD ESSA SIG C02-MLKING	2024	-	60,393	2,455	-	57,938	0	60,393
OD ESSA SIG C02-SAND	2023	-	29,730	-	-	29,730	0	29,730
OD ESSA SIG C02-SAND	2024	-	180,364	27,441	4,995	147,929	0	180,364
OD ESSA SIG C02-SAND	2025	-	450,000	167,201	-	282,799	0	450,000
OD ESSA SIG C02-SMSA	2024	-	3,352	-	-	3,352	0	3,352
OD ESSA SIG C02-SMSA	2025	-	255,000	118,894	-	136,106	0	255,000
OD ESSA SIG C02-WISH	2023	-	405	(203)	-	608	0	405
OD ESSA SIG C02-WISH	2024	-	94,183	42,774	4,157	47,253	0	94,183
OD ESSA SIG C02-WISH	2025	-	500,000	153,695	7,342	338,963	0	500,000
OD ESSA SIG CO2-WHS	2023	-	9,145	-	-	9,145	0	9,145
OD ESSA SIG CO2-WHS	2024	-	55,097	699	-	54,397	0	55,097
OD ESSA SIG CO2-WHS	2025	-	200,000	-	-	200,000	0	200,000
SPECIAL EDUCATION ACTIVITIES-STIPND	2022	-	-	-	-	0	-4,000	4,000
TITLE 1 PART A 1003 SIG (BELLIZZI)	2020	-	-	-	-	0	-15,019	15,019
TITLE 1 PART A 1003 SIG (BURR)	2020	-	-	-	-	0	-37,919	37,919
TITLE 1, PART D, NEG & DEL	2025	56,000	56,000	-	-	56,000	0	56,000
TITLE 2 PART A, TEACHERS	2020	-	-	-	-	0	-1,817	1,817
TITLE 2 PART A, TEACHERS	2022	-	-	-	-	0	-17,019	17,019
TITLE 2 PART A, TEACHERS	2023	-	-	284	-	-284	0	0
TITLE 2 PART A, TEACHERS	2024	-	178,116	120,632	-	57,484	0	178,116
TITLE 2 PART A, TEACHERS	2025	1,025,000	1,025,000	507,450	283	517,266	0	1,025,000
TITLE 3 PART A, ENGLISH LANGUAGE	2020	-	-	-	-	0	-652	652
TITLE 3 PART A, ENGLISH LANGUAGE	2022	-	-	-	-	0	-5,519	5,519
TITLE 3 PART A, ENGLISH LANGUAGE	2024	213,921	308,624	109,385	10,052	189,188	0	308,624
TITLE 3 PART A, ENGLISH LANGUAGE	2025	495,000	495,000	125,483	8,163	361,354	0	495,000
TITLE I IMPROVING BASIC PROGRAMS	2022	-	-	-	-	0	-9,820	9,820
TITLE I IMPROVING BASIC PROGRAMS	2024	1,524,718	3,204,531	951,045	1,078,517	1,174,969	0	3,204,531
TITLE I IMPROVING BASIC PROGRAMS	2025	14,600,281	12,625,000	3,873,031	41,275	8,710,694	0	12,625,000
TITLE IV-A SOC SUPPT & ACAD ENRICH	2020	-	-	-	-	0	-1,932	1,932
TITLE IV-A SOC SUPPT & ACAD ENRICH	2023	-	-	-	-	0	-76,134	76,134
TITLE IV-A SOC SUPPT & ACAD ENRICH	2024	-	649,273	146,634	29,774	472,865	0	649,273
TITLE IV-A SOC SUPPT & ACAD ENRICH	2025	920,000	920,000	207,546	-	712,454	0	920,000
Total Federal Grants:		27,884,227	37,549,845	13,222,476	2,199,920	22,127,450	39,118,180	-1,568,335

State Grants:



Special Fund Budget
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ADULT EDUCATION - PROVIDER (STATE)	2024	-	-	1,634	-	-1,634	0	0
ADULT EDUCATION - PROVIDER (STATE)	2025	2,050,000	2,050,000	695,226	55,228	1,299,546	1,335,763	714,237
ADULT EDUCATION CEE1 - URBAN LEAGUE	2025	117,000	7,800	-	-	7,800	85,894	-78,094
ADULT EDUCATION CEE2-LITERACY VOL	2025	7,800	121,041	-	-	121,041	0	121,041
ALLIANCE - GOVENORS TURNAROUND	2025	36,235,687	36,235,687	13,940,479	1,666,718	20,628,490	0	36,235,687
ALLIANCE DIST. INC. ED. DIVERSITY	2025	319,658	319,658	150,713	27,013	141,932	0	319,658
ALLIANCE DISTRCT INC EDUC DIVERSITY	2024	-	20,813	9,721	11,092	0	0	20,813
CHILD HEALTH & DEVELOP INSTITUTE CT	2025	-	-	-	-	0	9,194	-9,194
COMMISSIONER'S NETWORK S1 HPHS	2023	-	-	-	-	0	-28,012	28,012
COMMISSIONER'S NETWORK S1 HPHS	2025	795,000	642,200	88,985	22,085	531,130	0	642,200
COMMISSIONER'S NETWORK S2-McDonough	2023	-	-	-	-	0	-71,503	71,503
COMMISSIONER'S NETWORK S2-McDonough	2024	-	-	1,522	-	-1,522	0	0
COMMISSIONER'S NETWORK S2-McDonough	2025	600,000	535,165	114,696	31,248	389,221	0	535,165
CT DEPT OF PUBLIC HEALTH	2025	925,000	925,000	307,363	-	617,637	0	925,000
DEPT OF AG - CT GROWN 4 CT KIDS	2022	-	-	-	-	0	4,706	-4,706
ESSA SIG COMPETITIVE	2025	-	200,000	11,098	-	188,902	0	200,000
EXTENDED SCHOOL HOUR	2025	334,000	334,000	-	-	334,000	0	334,000
EXTENDED SCHOOL HOURS	2023	-	-	-	-	0	-54,094	54,094
FAMILY RESOURCE CENTER PROGRAM	2025	563,145	556,815	-	-	556,815	0	556,815
FIRST ROBOTICS GRANT UHSSE	2023	-	-	-	-	0	-2,197	2,197
INTERDIST MAGNET ACADEMIC/EXTRAPROG	2023	-	-	-	-	0	-30,059	30,059
INTERDIST MAGNET ACADEMIC/EXTRAPROG	2024	-	-	758	-	-758	0	0
INTERDIST MAGNET ACADEMIC/EXTRAPROG	2025	-	1,603,806	31,655	6,536	1,565,615	0	1,603,806
LOW PERFORMING SCHOOLS	2023	-	5,232	1,198	-	4,034	0	5,232
LP2 - Education Finance Reform	2025	-	175,000	174,971	-	29	175,000	0
LP2Education Finance Reform Tuition	2025	-	5,000,000	-	5,000,000	0	5,000,000	0
MAGNET ACAD/SOC INCREASE ACCEPTANCE	2023	-	-	-	-	0	-90,597	90,597
MAGNET ACADEMIC/SOC SUPPORT 830	2021	-	-	-	-	0	5,730	-5,730
Magnet ASSG Athletics Programming	2025	-	-	37,194	-	-37,194	0	0
MAGNET DEVELOPMENT & PLANNING	2023	-	-	-	-	0	-802	802
MAGNET SCHOOL JOINT MAGNET OFFICE	2025	200,000	200,000	40,810	-	159,190	84,970	115,030
MAGNET SCHOOL OPERATING GRANT	2024	-	-	(425)	-	425	0	0
MAGNET SCHOOL OPERATING GRANT	2025	49,465,225	49,712,451	18,849,001	903,418	29,960,032	34,798,716	14,913,735
OPEN CHOICE SLOTS (RECEIVING DIST)	2025	90,000	90,000	29,736	-	60,264	111,764	-21,764
PAREducATOR STIPEND	2025	-	-	-	-	0	280,007	-280,007
PARENT TRUST FUND GRANT	2023	-	-	-	-	0	-6,615	6,615
PRIORITY SCHOOL DISTRICTS	2025	4,400,000	4,400,000	1,607,578	3,990	2,788,432	0	4,400,000
PSD-SUMMER SCHOOL	2025	388,000	387,422	202,205	-	185,217	0	387,422
PUBLIC, EDUCATIONAL & GOV. PEGPETIA	2024	-	20,433	20,433	-	0	0	20,433
SBHC-MATERNAL HEALTH & CHILD BLOCK	2025	125,000	125,000	45,167	-	79,833	0	125,000
SCHOOL READINESS GRANT	2025	2,190,000	2,190,000	638,017	-	1,551,983	613,200	1,576,800
SCHOOL SECURITY GRANT	2024	-	59,163	-	-	59,163	0	59,163
SHEFF MARKETING GRANT	2023	-	-	-	-	0	-61,714	61,714
SHEFF OC ACCEPTANCE RATE	2025	-	6,900	-	960	5,940	0	6,900
SHEFF OC EDUCATIONAL ENHANCEMENT	2025	-	6,900	-	327	6,573	0	6,900
SHEFF SETTLEMENT-OC ACADEMIC/SOCIAL	2023	-	-	-	-	0	-903	903
SHEFF SETTLEMENT-OC ACADEMIC/SOCIAL	2024	-	-	61	-	-61	0	0
SHEFF SETTLEMENT-OC ACADEMIC/SOCIAL	2025	-	-	906	-	-906	0	0
STATE BILINGUAL EDUCATION	2023	-	-	-	-	0	-107,038	107,038
STATE BILINGUAL EDUCATION	2025	368,000	368,000	148,229	-	219,771	0	368,000
Total State Grants:		99,173,515	106,298,486	37,148,931	7,728,616	61,420,939	42,051,411	64,247,076
Private/Foundation Grants/Fee Collections:								
4-H Education Center Auerfarm	2025	-	-	-	-	0	758	-758
BARR FOUNDATION G-II	2024	-	235,775	16,574	2,500	216,701	0	235,775
BARR FOUNDATION G-II	2025	-	-	-	-	0	126,000	-126,000
CAS UNIFIED SPORTS/SPECIAL OLYMPICS	2024	-	1,000	-	-	1,000	0	1,000
CREC	2025	-	5,000	-	-	5,000	5,000	0
CT COALITION AGAINST DOMESTIC MOLE	2022	-	327	-	-	327	0	327
CT COALITION AGAINST DOMESTIC MOLE	2024	-	2,000	-	-	2,000	0	2,000
CT HORTICULTURAL SOCIETY	2025	-	-	-	-	0	275	-275
DALIO FOUNDATION	2023	-	4,225	-	-	4,225	0	4,225
DALIO FOUNDATION	2024	-	9,941	4,279	-	5,662	0	9,941
DALIO FOUNDATION	2025	-	11,196	37	-	11,158	12,000	-804
FEE COLLECTION REPLACE TIME CARDS	2024	-	-	-	-	0	565	-565
FINGERPRINTING FEE COLLECTION	2025	-	-	-	-	0	5,162	-5,162
GRANTS ACCOUNTING SUNDRY	2099	-	-	(15,159)	-	15,159	0	0
HARTFORD FOUNDATION PUBLIC GIVING	2025	-	35,200	4,407	1,673	29,120	35,250	-50
HARTFORD HEALTHCARE	2024	-	7,229	-	-	7,229	0	7,229
HARTFORD HEALTHCARE	2025	-	9,000	-	-	9,000	9,000	0
HFD PRE-K MAGNET AFTERCARE FEE COLL	2024	-	17,438	5,212	-	12,226	0	17,438
HFD PRE-K MAGNET AFTERCARE FEE COLL	2025	-	-	26,673	-	-26,673	35,560	-35,560



Special Fund Budget
 Financial Position Report as of 1/13/2025
 For: 7/1/2024 to 12/31/2024 Period: 1 to 6



INDOOR/OUTDOOR INVITATIONAL	2022	-	-	-	-	0	-36,739	36,739
INDOOR/OUTDOOR INVITATIONAL	2025	-	36,739	-	-	36,739	36,739	0
INSURANCE BILLING - MEDICAID(SBCH)	2025	2,500,000	2,500,000	745,606	-	1,754,394	319,407	2,180,593
INSURANCE BILLING - MEDICAL REIMB	2023	-	-	285,253	-	-285,253	0	0
INSURANCE BILLING - MEDICAL REIMB	2024	389,887	389,887	426,215	-	-36,328	0	389,887
INSURANCE BILLING - MEDICAL REIMB	2025	2,100,000	2,100,000	204,273	17,966	1,877,761	444,724	1,655,276
ISIDORE & SELMA WISE TRAVEL FOUND	2023	-	7,221	3,044	-	4,178	0	7,221
ISIDORE & SELMA WISE TRAVEL FOUND	2024	-	14,370	430	-	13,940	0	14,370
L.E.A.P	2023	-	-	169	-	-169	0	0
LITTLE OWLS PROGRAM	2024	-	21,240	609	-	20,631	0	21,240
MULTISOURCE - FOR SCHOOL	2023	-	1,785	-	-	1,785	0	1,785
NASSAU (formerly PHOENIX LIFE)	2021	-	15,116	418	-	14,698	0	15,116
NASSAU (formerly PHOENIX LIFE)	2024	-	2,600	-	-	2,600	0	2,600
PARTNERSHIP FUNDS (VARIOUS SOURCES)	2023	-	-	5,000	-	-5,000	0	0
PARTNERSHIP FUNDS (VARIOUS SOURCES)	2024	-	1,029	-	-	1,029	0	1,029
PRATT & WHITNEY	2022	-	24,570	-	-	24,570	0	24,570
QUALVOICE LLC	2022	-	4,629	-	-	4,629	0	4,629
READYCT INC	2025	-	-	-	-	0	2,253	-2,253
SCHOFF & REARDON PLLC	2023	-	7,209	-	-	7,209	0	7,209
SCHOOL BASED HEALTH ALLIANCE	2025	-	386,901	79,436	1,378	306,086	449,101	-62,200
SCHOOL READINESS-PARENT FEE COLLECT	2023	-	5,666	-	-	5,666	0	5,666
SCHOOL READINESS-PARENT FEE COLLECT	2024	-	55,046	-	-	55,046	19,151	35,895
SCHOOL READINESS-PARENT FEE COLLECT	2025	150,000	150,000	64,776	4,722	80,502	0	150,000
SHIPMAN & GOODWIN	2021	-	9,934	-	-	9,934	0	9,934
SPECIAL EDUCATION EXCESS COST	2025	9,000,000	9,000,000	1,749,435	5,702,608	1,547,957	0	9,000,000
THE STATE EDUCATION RESOURCE CENTER	2023	-	-	-	-	0	-2,500	2,500
TRAVELERS	2022	-	72,000	5,424	7,000	59,576	0	72,000
TRAVELERS	2024	-	20,359	1,628	-	18,731	0	20,359
TUITION BILLING - SPECIAL EDUCATION	2023	-	-	(164)	-	164	0	0
TUITION BILLING - SPECIAL EDUCATION	2024	-	-	18,396	-	-18,396	-2,960	2,960
TUITION BILLING - SPECIAL EDUCATION	2025	4,200,000	4,200,000	1,415,977	-	2,784,023	37,333	4,162,667
WHOLE SCHOOL MINDFULNESS	2024	-	-	2,678	-	-2,678	0	0
WHOLE SCHOOL MINDFULNESS	2025	-	-	-	-	0	12,500	-12,500
Total Private/Foundation Grants/Fee		18,339,887	19,364,630	5,050,627	5,737,847	8,576,156	1,508,578	17,856,052
Total All Grants:		145,397,629	163,212,962	55,422,034	15,666,383	92,124,545	82,678,169	80,534,793



Special Education
 Financial Position Report as of 1/13/2025
 For: 7/1/2024 to 12/31/2024 Period: 1 to 6



Description	Series	FY 2023-24	FY 2023-24	Year To Date Expenditures	Year To Date Encumb/ Commitment	Balance	% Used
		Adopted Budget	Adjusted Budget				
Tuition							
TUITION-CHARTER SCHLS IN STATE	555640	949,350	799,350	-	-	799,350	0.00%
TUITION-PRIVATE SCHOOLS	555630	34,279,535	34,457,824	9,439,279	23,142,161	1,876,384	94.55%
TUITION-SCH DISTRICT OUT STATE	555620	161,863	161,863	46,129	91,507	24,227	85.03%
TUITION-SCH DISTRICTS IN STATE	555610	53,451,300	53,251,300	(254,346)	16,383,664	37,121,982	30.29%
Tuition Total		88,842,048	88,670,337	9,231,062	39,617,332	39,821,943	55.09%
Non-Tuition							
AWARDS & INCENTIVES - STUDENTS	566904	3,000	7,538	4,573	665	2,300	69.49%
BUS TICKETS	555107		5,000	4,998	-	2	99.96%
CLERICAL-OT	512322		-	1,801	-	(1,801)	0.00%
CLERICAL-REG	512320	139,774	139,774	69,291	-	70,483	49.57%
COMPUTER/TECH RELATED HARDWARE	577348	37,546	46,779	1,257	-	45,522	2.69%
CONTRACTUAL AUTO ALLOWANCE	555802	4,080	6,540	720	-	5,820	11.01%
COORD/ASST-REG	512160	115,741	115,741	57,871	-	57,870	50.00%
DIRECTOR/ASST-REG	511040	1,736,832	1,317,765	844,380	-	473,385	64.08%
EQUIP/VEHICLE RENTAL	544420		4,191	726	242	3,223	23.11%
EQUIPMENT	577340		1,377	525	-	852	38.10%
FIELD TRIPS	533240		1,300	-	-	1,300	0.00%
FRINGE BENEFITS-CERT	529997	5,069,309	5,110,229	1,493,610	-	3,616,619	29.23%
FRINGE BENEFITS-NON-CERT	529998	5,831,535	5,866,107	1,609,282	-	4,256,825	27.43%
FURNITURE/FIXTURES	577341	2,454	2,454	190	-	2,264	7.74%
GRADUATION EXPENSES	566901	1,700	1,700	-	-	1,700	0.00%
INSTRUCTIONAL SUPPLIES	566110	37,722	162,666	1,948	3,688	157,030	3.46%
INTERNET COMMUNICATIONS	555303	47,163	78,811	55,315	-	23,497	70.19%
MILEAGE REIMBURSEMENT (TRAVEL)	555800	15,500	20,726	4,672	-	16,054	22.54%
MISC PURCHASED SVS	555900		200	2,221	45	(2,066)	1132.90%
NURSE-PT	512461		-	1,016	-	(1,016)	0.00%
OFFICE SUPPLIES & EXPENSES	566120	10,000	22,760	396	1,604	20,760	8.79%
ORGANIZATION DUES AND FEES	588100	3,000	4,800	3,000	1,800	-	100.00%
OTHER PROF TECH SVS	533305	127,000	148,269	-	-	148,269	0.00%
PARAPROFESSIONAL-OT	512542		1,016	-	-	1,016	0.00%
PARAPROFESSIONAL-PT	512541		-	4,315	-	(4,315)	0.00%
PARAPROFESSIONAL-REG	512540	667,979	667,979	218,824	-	449,156	32.76%
PARENT ACTIVITIES	533250	1,500	4,000	-	-	4,000	0.00%
POSTAGE	555301	2,898	5,046	-	-	5,046	0.00%
PRINVP-REG	511240	154,648	154,648	83,528	-	71,120	54.01%
PRINTING & BINDING	555500	2,500	-	-	-	-	0.00%
PUPIL SVS: NON-PYRL SVS	533230	925,960	1,315,672	368,335	718,442	228,895	82.60%
RENTAL OF CHAIRS TABLES ETC.	544038		2,500	-	-	2,500	0.00%
SOC WKR-REG	511400	175,820	175,820	49,358	-	126,462	28.07%
STAFF DEVELOPMENT	533303	20,495	59,239	44,990	6,500	7,749	86.92%
SUPPLIES AND MATERIALS	566909	16,490	113,229	59,988	3,325	49,916	55.92%
SUPPORTIVE STAFF-PT	512281	14,180	11,208	282	-	10,926	2.52%
SUPPORTIVE STAFF-REG	512280	161,664	161,664	122,171	-	39,493	75.57%
TCHR-STIPENDS & ATHLETIC COACH	511365	240,210	161,269	61,250	-	100,019	37.98%
TEACHER-PT	511361	227,500	233,000	133,821	-	99,179	57.43%
TEACHER-REG	511360	19,293,574	19,810,393	5,310,297	-	14,500,096	26.81%
TECHNOLOGY RELATED SUPPLIES	566504	11,000	10,917	6,030	716	4,171	61.79%
TESTING MATERIALS	566112	38,745	106,383	82,300	-	24,083	77.36%
TRAINING SUPPLIES	566113	2,100	2,100	-	-	2,100	0.00%
Non-Tuition Total		35,139,619	36,060,810	10,703,282	737,026	24,620,502	31.73%
Special Education Total		123,981,667	124,731,147	19,934,344	40,354,358	64,442,445	48.33%



Office of the Finance Director

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

MARB Contract Form

MARB Meeting Date:	February 27, 2025			
Contract Name	FY 2023-2024 Capital Improvement Plan Bonding Ordinance			
City Agency	Finance			
Vendor Utilized	City of West Haven			
Address	355 Main Street			
City, State, Zip	West Haven, CT 06510			
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input type="checkbox"/> State Contract [Enter State Contract No] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Other Source [Bond Ordinance]			
No of Bid/RFP Respondents	N/A			
Quote No('s) if applicable	N/A			
Source of Funds	Funding FY 2023-2024 Capital Improvement Plan			
Quantity	0.00	Price Per:	\$0.00	Total Price \$12,450,900 + any issuance cost
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>The City of West Haven presented to the City Council on January 13, 2025, a capital borrowing financing plan for budget fiscal years of 2023-2024 and 2024-2025. In addition, the Board of Education requested reclassifying previously adopted projects in the budget fiscal year of 2024-2025. The total request was for \$26,289,900, plus cost of issuance to finance the projects.</p> <p>The financing plan includes going to market for the 2023-2024 CIP in March 2025 and going to market for the FY 2024-2025 CIP no later than March 2026.</p> <p>The public hearing and second reading were scheduled on January 27, 2025. The City Council approved financing the fiscal year 2023-2024 capital project request.</p> <p>The City Council did not act on the FY 2024-2025 projects: awaiting further information from the Board of Education on their re-designation request.</p> <p>The City of West Haven is seeking MARB approval to finance the FY 2023-2024 projects in the amount of \$12,450,900. The City plans to go to market towards the end of March 2025.</p>			
Department Submission [Name and Title]	Michael Gormany, Finance Director			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$12,450,900 BONDS PLUS ADDITIONAL FINANCING COSTS OF THE CITY TO MEET CERTAIN FISCAL YEAR 2023/2024 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 2023/2024 Capital Budget (the “2023/2024 Capital Budget”); and

WHEREAS, the City desires to appropriate and finance a portion of the City’s 2023/2024 Capital Budget in an amount up to \$12,450,900 as shown on Exhibit A attached hereto; and

WHEREAS, the City Council has determined to authorize bonding for certain capital projects included in the 2023/2024 Capital Budget; 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 2023/2024 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, \$12,450,900 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. For purposes of the City's charter, this Ordinance shall be effective immediately upon the Mayor's signature.

ENACTED BY THE CITY COUNCIL ON: January 27, 2025

APPROVED BY THE MAYOR:  DATE: January 30, 2025

EXHIBIT A

<u>Project Description</u>	<u>2023/2024 Capital Budget Bond Authorization</u>
<u>Public Works:</u>	
DPW Passenger Vehicles 243WN-2004 Crown Victoria – Zoning Coniff 110WN-2005 Crown Victoria – Mayor’s Office	\$18,500 \$18,500 \$37,000
DPW Light Duty Vehicles 165 WN-2012 F250 Pickup w/ Plow 3WN-2016 Ford Explorer – Supervisor 4WN-2013 Ford Explorer – Supervisor 6WN-2017 Ford Explorer – Supervisor 238WN-2002 Ford Explorer – Pool 211WN – 2008 F250 Pickup w/ Plow 65WN – 2004 F250 Pickup w/ Plow/Liftgate 62WN-Tree Warden-1998 Ford F-150 PU	\$250,000 \$30,000 \$30,000 \$30,000 \$45,000 \$75,000 \$75,000 \$55,000 \$590,000
DPW Heavy Duty Vehicles 220WN-2005 F350 DRW Dump Sand Plow HWY18-2002 Freightliner Refuse HWY23-2001 Volvo Dump 175WN Bucket Truck	\$130,000 \$185,000 \$200,000 \$165,000 \$730,000
DPW Equipment BAF Fans for PW Garage New Tire Machine Mower Replacements New Trailers – Parks & PW	\$100,000 \$25,000 \$30,000 \$30,000 \$185,000
Street Paving	\$800,000
<u>Public Safety:</u>	
Technology – Citywide technology including but not limited to laptops, desktop, docking stations, etc.	\$60,000
Technology – Security Cameras	\$55,000
Police Services – Vehicle Replacement 2007 Crown Vic (28-WN) 2011 Crown Vic (29-WN) 2011 Crown Vic (33-WN) 2011 Crown Vic (34-WN) 2011 Crown Vic (35-WN) 1999 Crown Vic (71-WN)	\$64,000 \$64,000 \$64,000 \$64,000 \$64,000 \$64,000 \$384,000
Police Services – Traffic Control Signal Box	\$250,000
<u>Parks and Recreation:</u>	
Beach Sand Management	\$100,000
<u>Building:</u>	
Scanning archived files (10 years at a time)	\$180,000
<u>Water Pollution Control Authority</u>	
Outfall Reconstruction Total	\$250,000

Board of Education:	
Maintenance Equipment – Mowers/Tractors	\$30,000
Bennett Rink -- Chiller Plant	\$450,000
Bennett Rink – Floor Replacement, with Piping	\$800,000
Savin Rock – Roof Replacement (City Share)	\$350,000
Washington School – Rebuild Project	\$7,199,900
	\$8,829,900
	\$12,450,900



New York Office

631-331-8888

Municipal Financial Advisory Service

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Connecticut Office

203-421-2880

203-421-2087

Memorandum

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

From: Bill Lindsay, Munistat Services, Inc.

CC: Mayor Dorinda Borer, City of West Haven
Ron Quagliani, Treasurer, City of West Haven
Michael Gorman, Director of Finance, City of West Haven
David Taylor, Assistant Director of Finance, City of West Haven
Michael Andreana, Pullman & Comley

Date: February 17, 2025

Re: City of West Haven Proposed G.O. Bonds, Issue of 2025 & GO BANs, Issue of 2025B

The following is a summary of the plan of finance for: 1) issuance of General Obligation Bonds and Notes on March 27, 2025:

Plan of Finance - Proposed March 2025 Bond & Note Issuance

The City is planning to simultaneously issue \$12,450,000 in long-term bonds and \$5,030,000 in short-term bond anticipation notes on March 27, 2025. The bonds ("2025 Bonds") are being issued to fund the City's fiscal year 2023-24 Capital Budget. The notes ("2025B BANs") would roll-over the 2025A BANs issued in February 2025 for an additional 12 months. The City Council approved a bond ordinance authorizing bonds to fund the fiscal year 2023-24 Capital Budget on January 27, 2025. The authorizing ordinance for the 2025B BANs was approved in June 2017. A financing calendar for the issuance can be seen in Appendix A herein.

As discussed in our January 2025 memorandum, the 2025 bonds would be structured with a blended amortization based on the useful lives of the assets financed. The principal amortization of the proposed 2025 bonds can be seen in Appendix B herein. The first interest payment will be due at 6-months after issuance (September 15, 2025) and the first principal payment will be due at 12-months after issuance (March 15, 2026). Both payments will need to be included in the fiscal year 2025-26 budget. The General Fund impact from the proposed 2025 bonds and notes can be seen in Table 1 herein.

Changes to the 5-year Plan Projected Debt Service

The following represents the expected change in the debt service projections from the May 2024 version of the City's 5-year recovery plan. There is no change from the debt service impact shown in our memorandum dated January 13, 2025.

Current Estimate						
		<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>
Total - Existing & New						
Principal		\$ 11,280,000	\$ 9,645,900	\$ 8,519,200	\$ 8,751,200	\$ 7,745,200
Interest		\$ 3,639,185	\$ 3,456,466	\$ 3,484,763	\$ 3,722,190	\$ 3,965,621
Total		\$ 14,919,185	\$ 13,102,366	\$ 12,003,963	\$ 12,473,390	\$ 11,710,821
May 2024 Adopted 5-yr Plan						
		<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>
Total - Existing & New						
Principal		\$ 11,280,000	\$ 9,645,900	\$ 8,519,200	\$ 8,751,980	\$ 7,745,943
Interest		\$ 3,608,446	\$ 3,732,301	\$ 3,740,263	\$ 3,977,729	\$ 4,221,118
Total		\$ 14,888,446	\$ 13,378,201	\$ 12,259,463	\$ 12,729,709	\$ 11,967,061
Variance		\$ 30,739	\$ (275,835)	\$ (255,500)	\$ (256,319)	\$ (256,240)

Table 1

Appendix A



CITY OF WEST HAVEN, CT
\$12,450,000 GENERAL OBLIGATION BONDS, ISSUE OF 2025
\$5,030,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, ISSUE OF 2025, SERIES B
PRELIMINARY FINANCING SCHEDULE AS OF 2/17/2025

February 2025							March 2025						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
						1							1
2	3	4	5	6	7	8	2	3	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	13	14	15
16	17	18	19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28		23	24	25	26	27	28	29
							30	1					

	Holiday
	MARB Meetings
	Rating Calls
	Post POS
	Pricing
	Closing

Day	Date	Activity	Responsible Party
Week of	February 18-21	Organizational Meeting	City/MA/BC
Thursday	February 20	Send 1st draft POS to Working Group	MA
Week of	February 24-28	Pre-rating Meeting	MA/City
Thursday	February 27	MARB Meeting to Discuss Borrowing	City/MA
Thursday	February 27	Comments due on 1st draft POS	City/BC/U/UC/T/TC
Week of	March 3-7	Credit Rating Calls (Moody's & S&P)	City/MA/RA
Friday	February 28	Send 2nd draft POS to Working Group	MA
Wednesday	March 5	Comments due on 2nd draft POS	City/BC/U/UC/T/TC
Either	March 3, 4 or 5	Underwriter's Due Diligence Call	City/MA/BC/U/UC
Friday	March 7	Post POS	MA
Wednesday	March 12	Credit Rating Release	RA
Tuesday	March 18	Bond & Note Pricing	City/MA/U/BC/UC
Wednesday	March 19	Send closing memorandum	MA
Friday	March 21	City signs documents	BC
Thursday	March 27	Closing	City/U/PA/BC/MA



CITY OF WEST HAVEN, CT

\$12,450,000 GENERAL OBLIGATION BONDS, ISSUE OF 2025

\$5,030,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES, ISSUE OF 2025, SERIES B PRELIMINARY FINANCING SCHEDULE AS OF 2/17/2025

February 2025							March 2025						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
						1							1
2	3	4	5	6	7	8	2	3	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	13	14	15
16	17	18	19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28		23	24	25	26	27	28	29
							30	1					

	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
- Underwriters – (Raymond James) – U
- Underwriter’s Counsel - (TBD) - UC
- Rating Agencies (Moody’s Ratings and S&P Global)
- Trustee, Registrar, Certifying Bank and Paying Agent (U.S. Bank Trust Company) – T
- Trustee’s Council (TBD)

2/17/25

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Appendix B

CITY OF WEST HAVEN
General Fund Fund
Existing Bonded Debt - By Purpose

Fiscal Year	Existing Debt - Deficit (2017)			Existing Debt - City Purpose			Existing Debt - BOE Purpose			Existing Debt - Sewer Purpose (Paid from General Fund)			BAN Interest	Total Existing Debt Service		
	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I	Interest	Principal	Interest	P&I
2024-25	1,615,000	281,875	\$ 1,896,875	\$ 5,075,056	\$ 858,671	\$ 5,933,727	\$ 4,403,944	\$ 1,854,966	\$ 6,258,910	\$ 186,000	\$ 109,000	\$ 295,000	\$ 503,935	\$ 11,280,000	\$ 3,608,446	\$ 14,888,446
2025-26	1,610,000	201,250	1,811,250	3,408,000	647,763	4,055,763	3,513,000	1,666,619	5,179,619	179,000	99,875	278,875		8,710,000	2,615,506	11,325,506
2026-27	1,610,000	120,750	1,730,750	2,221,000	519,790	2,740,790	2,725,000	1,528,098	4,253,098	179,000	90,925	269,925		6,735,000	2,259,563	8,994,563
2027-28	1,610,000	40,250	1,650,250	1,616,000	437,070	2,053,070	2,455,000	1,416,205	3,871,205	179,000	81,975	260,975		5,860,000	1,975,500	7,835,500
2028-29			-	1,323,000	373,626	1,696,626	2,452,000	1,309,739	3,761,739	155,000	73,625	228,625		3,930,000	1,756,991	5,686,991
2029-30			-	1,062,000	317,153	1,379,153	2,428,000	1,203,285	3,631,285	155,000	65,875	220,875		3,645,000	1,586,313	5,231,313
2030-31			-	957,000	272,975	1,229,975	2,408,000	1,097,600	3,505,600	155,000	58,125	213,125		3,520,000	1,428,700	4,948,700
2031-32			-	957,000	231,845	1,188,845	2,408,000	992,580	3,400,580	155,000	50,375	205,375		3,520,000	1,274,800	4,794,800
2032-33			-	847,000	192,915	1,039,915	2,348,000	888,760	3,236,760	155,000	42,625	197,625		3,350,000	1,124,300	4,474,300
2033-34			-	847,000	156,185	1,003,185	2,348,000	786,140	3,134,140	155,000	34,875	189,875		3,350,000	977,200	4,327,200
2034-35			-	773,000	119,735	892,735	2,142,000	683,740	2,825,740	155,000	27,125	182,125		3,070,000	830,600	3,900,600
2035-36			-	465,000	92,625	557,625	2,090,000	592,350	2,682,350	155,000	19,375	174,375		2,710,000	704,350	3,414,350
2036-37			-	465,000	71,825	536,825	2,090,000	502,000	2,592,000	155,000	11,625	166,625		2,710,000	585,450	3,295,450
2037-38			-	465,000	51,025	516,025	2,070,000	412,050	2,482,050	155,000	3,875	158,875		2,690,000	466,950	3,156,950
2038-39			-	330,000	33,600	363,600	2,040,000	323,250	2,363,250			-		2,370,000	356,850	2,726,850
2039-40			-	280,000	19,550	299,550	2,035,000	235,200	2,270,200			-		2,315,000	254,750	2,569,750
2040-41			-	75,000	8,000	83,000	1,390,000	147,400	1,537,400			-		1,465,000	155,400	1,620,400
2041-42			-	75,000	5,000	80,000	1,390,000	91,800	1,481,800			-		1,465,000	96,800	1,561,800
2042-43			-	35,000	2,800	37,800	640,000	51,200	691,200			-		675,000	54,000	729,000
2043-44			-	35,000	1,400	36,400	640,000	25,600	665,600			-		675,000	27,000	702,000
	\$ 6,445,000	\$ 644,125	\$ 7,089,125	\$ 21,311,056	\$ 4,413,552	\$ 25,724,608	\$ 44,015,944	\$ 15,808,582	\$ 59,824,526	\$ 2,273,000	\$ 769,275	\$ 3,042,275	\$ 503,935	\$ 74,045,000	\$ 22,139,468	\$ 96,184,468

CITY OF WEST HAVEN, CONNECTICUT
Existing & Proposed Debt Service - Based on FY 2025 5-year CIP
General Fund - All Purposes

Fiscal Year	Existing Debt - General Fund (excluding BAN interest)			WHHS BANs State Retainage	General Fund Projects Only															Total General Fund Debt - Existing & Proposed			
					2025 Bonds Series - \$12.2M FY 2023-24 Capital Budget			2026 Bonds Series - \$8.2M FY 2024-25 Capital Budget			2027 Bonds Series - \$12.2M FY 2025-26 Capital Plan			2028 Bonds Series - \$12.1M FY 2026-27 Capital Plan			2029 Bonds Series - \$10.5M FY 2026-28 Capital Plan						
	Principal	Interest	P&I	Interest	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I	Principal	Interest	P&I				
2024-25	\$ 11,280,000	\$ 3,608,446	\$ 14,888,446	\$ 30,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,280,000	\$ 3,639,185	\$ 14,919,185
2025-26	8,710,000	2,615,506	11,325,506	251,250	935,900	589,710	1,525,610	-	-	-	-	-	-	-	-	-	-	-	-	-	9,645,900	3,456,466	13,102,366
2026-27	6,735,000	2,259,563	8,994,563	251,250	907,000	563,250	1,470,250	877,200	410,700	1,287,900	-	-	-	-	-	-	-	-	-	-	8,519,200	3,484,763	12,003,963
2027-28	5,860,000	1,975,500	7,835,500	251,250	907,000	517,900	1,424,900	872,200	366,840	1,239,040	1,112,000	610,700	1,722,700	-	-	-	-	-	-	-	8,751,200	3,722,190	12,473,390
2028-29	3,930,000	1,756,991	5,686,991	251,250	908,000	472,550	1,380,550	872,200	323,230	1,195,430	1,037,000	555,100	1,592,100	998,000	606,500	1,604,500	-	-	-	-	7,745,200	3,965,621	11,710,821
2029-30	3,645,000	1,586,313	5,231,313	-	908,000	427,150	1,335,150	872,200	279,620	1,151,820	1,038,000	503,250	1,541,250	997,000	556,600	1,553,600	883,000	524,800	1,407,800	8,343,200	3,877,733	12,220,933	
2030-31	3,520,000	1,428,700	4,948,700	-	704,000	381,750	1,085,750	871,200	236,010	1,107,210	1,031,000	451,350	1,482,350	997,000	506,750	1,503,750	885,000	480,650	1,365,650	8,008,200	3,485,210	11,493,410	
2031-32	3,520,000	1,274,800	4,794,800	-	704,000	346,550	1,050,550	568,000	192,450	760,450	1,031,000	399,800	1,430,800	997,000	456,900	1,453,900	884,000	436,400	1,320,400	7,704,000	3,106,900	10,810,900	
2032-33	3,350,000	1,124,300	4,474,300	-	704,000	311,350	1,015,350	568,000	164,050	732,050	789,000	348,250	1,137,250	997,000	407,050	1,404,050	878,000	392,200	1,270,200	7,286,000	2,747,200	10,033,200	
2033-34	3,350,000	977,200	4,327,200	-	704,000	276,150	980,150	568,000	135,650	703,650	789,000	308,800	1,097,800	787,000	357,200	1,144,200	876,000	348,300	1,224,300	7,074,000	2,403,300	9,477,300	
2034-35	3,070,000	830,600	3,900,600	-	704,000	240,950	944,950	568,000	107,250	675,250	789,000	269,350	1,058,350	787,000	317,850	1,104,850	612,000	304,500	916,500	6,530,000	2,070,500	8,600,500	
2035-36	2,710,000	704,350	3,414,350	-	423,000	205,750	628,750	568,000	78,850	646,850	789,000	229,900	1,018,900	787,000	278,500	1,065,500	612,000	273,900	885,900	5,889,000	1,771,250	7,660,250	
2036-37	2,710,000	585,450	3,295,450	-	423,000	184,600	607,600	423,000	111,000	504,500	789,000	190,450	979,450	787,000	239,150	1,026,150	5,432,000	243,300	855,300	5,432,000	1,493,400	6,925,400	
2037-38	2,690,000	466,950	3,156,950	-	423,000	163,450	586,450	423,000	111,000	44,900	155,900	283,000	151,000	434,000	786,000	199,800	612,000	212,700	824,700	4,905,000	1,238,800	6,143,800	
2038-39	2,370,000	356,850	2,726,850	-	423,000	142,300	565,300	423,000	111,000	39,350	150,350	283,000	136,850	419,850	290,000	160,500	612,000	182,100	794,100	4,089,000	1,017,950	5,106,950	
2039-40	2,315,000	254,750	2,569,750	-	423,000	121,150	544,150	423,000	111,000	33,800	144,800	283,000	122,700	405,700	290,000	146,000	612,000	151,500	404,500	3,675,000	829,900	4,504,900	
2040-41	1,465,000	155,400	1,620,400	-	400,000	100,000	500,000	400,000	110,000	28,250	138,250	283,000	108,550	391,550	290,000	131,500	612,000	138,850	391,850	2,801,000	662,550	3,463,550	
2041-42	1,465,000	96,800	1,561,800	-	400,000	80,000	480,000	400,000	91,000	22,750	113,750	283,000	94,400	377,400	290,000	117,000	612,000	126,200	379,200	2,782,000	537,150	3,319,150	
2042-43	675,000	54,000	729,000	-	400,000	60,000	460,000	400,000	91,000	18,200	109,200	221,000	80,250	301,250	290,000	102,500	612,000	113,550	366,550	1,930,000	428,500	2,358,500	
2043-44	675,000	25,600	700,600	-	400,000	40,000	440,000	400,000	91,000	13,650	104,650	221,000	69,200	290,200	252,000	88,000	612,000	100,900	353,900	1,892,000	337,350	2,229,350	
2044-45	-	-	-	-	400,000	20,000	420,000	400,000	91,000	9,100	100,100	221,000	58,150	279,150	252,000	75,400	612,000	88,250	341,250	1,217,000	250,900	1,467,900	
2045-46	-	-	-	-	-	-	-	91,000	4,550	95,550	221,000	47,100	268,100	252,000	62,800	314,800	612,000	75,600	328,600	817,000	190,050	1,007,050	
2046-47	-	-	-	-	-	-	-	-	-	-	221,000	36,050	257,050	252,000	50,200	302,200	612,000	62,950	315,950	726,000	149,200	875,200	
2047-48	-	-	-	-	-	-	-	-	-	-	50,000	25,000	75,000	252,000	37,600	289,600	612,000	50,300	303,300	555,000	112,900	667,900	
2048-49	-	-	-	-	-	-	-	-	-	-	50,000	22,500	72,500	50,000	25,000	75,000	612,000	37,650	290,650	353,000	85,150	438,150	
2049-50	-	-	-	-	-	-	-	-	-	-	50,000	20,000	70,000	50,000	22,500	72,500	612,000	25,000	75,000	150,000	67,500	217,500	
2050-51	-	-	-	-	-	-	-	-	-	-	50,000	17,500	67,500	50,000	20,000	70,000	612,000	22,500	72,500	150,000	60,000	210,000	
2051-52	-	-	-	-	-	-	-	-	-	-	50,000	15,000	65,000	50,000	17,500	67,500	612,000	20,000	70,000	150,000	52,500	202,500	
2052-53	-	-	-	-	-	-	-	-	-	-	50,000	12,500	62,500	50,000	15,000	65,000	612,000	17,500	67,500	150,000	45,000	195,000	
2053-54	-	-	-	-	-	-	-	-	-	-	50,000	10,000	60,000	50,000	12,500	62,500	612,000	15,000	65,000	150,000	37,500	187,500	
2054-55	-	-	-	-	-	-	-	-	-	-	50,000	7,500	57,500	50,000	10,000	60,000	612,000	12,500	62,500	150,000	30,000	180,000	
2055-56	-	-	-	-	-	-	-	-	-	-	50,000	5,000	55,000	50,000	7,500	57,500	612,000	10,000	60,000	150,000	22,500	172,500	
2056-57	-	-	-	-	-	-	-	-	-	-	50,000	2,500	52,500	50,000	5,000	55,000	612,000	7,500	57,500	150,000	15,000	165,000	
2057-58	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	2,500	52,500	612,000	5,000	55,000	100,000	7,500	107,500	
2058-59	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	612,000	2,500	52,500	50,000	2,500	52,500	
	\$ 74,045,000	\$ 22,138,068	\$ 96,183,068	\$ 1,035,739	\$ 12,200,900	\$ 5,244,560	\$ 17,445,460	\$ 8,214,000	\$ 2,559,650	\$ 10,773,650	\$ 12,214,000	\$ 4,908,700	\$ 17,122,700	\$ 12,130,000	\$ 5,035,300	\$ 17,165,300	\$ 10,496,000	\$ 4,482,100	\$ 14,978,100	\$ 129,299,900	\$ 45,404,117	\$ 174,704,017	

West Haven FY2024 Audit Reports
To be Provided Separately

MEMORANDUM
MUNICIPAL ACCOUNTABILITY REVIEW BOARD

To: Municipal Accountability Review Board
From: Kimberly Kennison
Subject: Update to West Haven Subcommittee Special Meeting
Date: February 18, 2025

The West Haven Subcommittee last met on Tuesday February 11, 2025.

Status update on the FY2024 Audit:

Mayor Borer stated that the target date to complete the FY2024 Audit Reports was December 31, 2024. The City has waiting on an external organization to provide updated pension numbers that caused the City to ask for filing extensions till February 28, 2025. The auditors, PKF, did get a draft to the City before the February 28th deadline. The City did respond to the auditors with feedback on the comments and did receive a response back from the auditors to the feedback. The reports are still in draft form.

Executive Session:

The West Haven Subcommittee members went into Executive Session pursuant to Connecticut General Statutes section 1-200(6),1-210(b)(e), 1-225(f), and 1-231 for purpose of determining West Haven Tier IV Draft Criteria for release from the MARB oversight. Also attending the Executive Session were State of Connecticut attorneys, members from Protiviti, and OPM staff. The Executive Session lasted 74 minutes.

Determination of West Haven Tier IV Draft Criteria for release from MARB oversight

Mr. Alvarez stated that the Subcommittee members made the determination that it will be scheduling a future public meeting with the City of West Haven to discuss and to determine the release criteria. The Subcommittee did not feel comfortable coming to any sort of conclusion until speaking with the City. In addition, the Subcommittee will need to receive the West Haven FY2024 Audit Reports, which will be important to make inform decisions. So, going from here, the Subcommittee will work with the City to schedule a time to discuss and come up with the criteria together.

The next meeting of the West Haven Subcommittee is scheduled for March 27, 2025, at West Haven City Hall.



Office of the Finance Director

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

Wednesday, February 05, 2025

City Council
355 Main Street
West Haven, CT 06516

Municipal Accountability Review Board
450 Capitol Avenue
Hartford, CT 06106

To Honorable City Council and Members of the Municipal Accountability Review Board

Attached is a summary of revenues and expenditures through December 31, 2024. With six months accrued in the fiscal year 2024-2025, the following major funds have collected or expended the following amounts:

	Revenue Collected	Actual Expenditures
City	52.53%	43.57%
Sewer Fund	58.96%	38.32%
Allingtown Fire	71.99%	47.28%

General Fund Revenue

- The city has collected 60.67% of the tax budget through December 2024.
 - The city continues to monitor current year taxes on the motor vehicle accounts.
- The city received additional state revenue for the Motor vehicle Cap Tax of \$385K.
- The City also received additional PILOT funding of \$225K when comparing budget to actual.
- Current bank balances continue to generate favorable bank interest.
 - YTD of \$1.4M compared to FY 2024 of \$1.1M
- Building permits are slightly down when you compare year over year.
 - Building permits are based on the construction period and fluctuate month over month.
 - The city continues to monitor construction project progress to accurately forecast the building permit revenue
- The city received payments totaling \$57K from Green skies for their lease/construction



Office of the Finance Director

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

General Fund Expenditures

- The city will continue to monitor expenditure, primarily overtime and vacancies. Some OT accounts have seen increased expenditure from July 2024 through December 2024.
- City agencies spend the months of July to September encumber most of their budgets and account for any adjustments needed.
- All other expenditures are on track for budget

Sewer and Allington Fire Department

Sewer

- The Sewer Dept. is reporting a small deficit as of December 2024.
- The Sewer Dept. has collected 58.96% of sewer fees.
 - The city is forecasting to collect 98.00% of the sewer budget.
- The Sewer Dept. is expected to go slightly over on equipment and repairs
- The Sewer Dept. is expected to exceed the Operations OT budget for FY 2025 due to vacancies and other needs.

AFD

- Current property Tax Collections were 71.99% collected through December 2024
- The AFD received additional PILOT funding of \$192K when comparing budget to actual.
- AFD is experiencing some higher than anticipated equipment repairs for FY 2024-2025
- The AFD Budget is expecting a surplus in FY 2025.
 - In the past, the surplus has counted towards paying down the pension liabilities.

**MONTHLY FINANCIAL REPORT GENERAL FUND
MONTH ENDING DECEMBER 2024**

	<i>FY 2024-25</i>	<i>FY 2024-25</i>	<i>Surplus/(Deficit)</i>
	BOA	FORECASTED	Net Change
EXPENDITURES	\$182,597,920	\$182,551,020	\$46,900
REVENUE	\$182,597,920	\$182,941,876	\$343,956
+/-			
BALANCE SURPLUS / (DEFICIT)			\$390,856

Beginning Year	
Fund Balance	\$20,632,951
FY 2024-2025 Forecast	
Operating Surplus / (Deficit)	\$390,856
Forecasted Ending	
Fund Balance FY 2025	<u><u>\$21,023,807</u></u>
Fund Balance as a	
Percentage of FY 25 Expenditures	11.52%

Fund Balance History (GF)

Fiscal Year	Fund Balance Start of Year	GF Operating Results	Fund Balance Assigned or NonSpendable	Fund Balance Ending	Pct Change Prior
2020	\$1,358,918	\$2,216,753	\$0	\$3,575,671	
2021	\$3,575,671	\$2,090,696	\$0	\$5,666,367	58.47%
2022	\$5,666,367	\$2,316,767	\$0	\$7,983,134	40.89%
2023	\$7,983,134	\$6,775,812	\$0	\$14,758,946	84.88%
2024	\$14,758,946	\$5,874,005	\$0	\$20,632,951	39.80%
2025	\$20,632,951	\$390,856	\$0	\$21,023,807	1.89%

****FY 2024 are based on Pre-Audit figures**

MONTHLY FINANCIAL REPORT
FORECASTED YEAR END SUMMARY REPORT
MONTH ENDING DECEMBER 2024

	GENERAL FUND	ALLINGTOWN FIRE DEPARTMENT	SEWER FUND
REVENUES			
PROPERTY TAXES	\$115,146,508	\$7,042,000	\$0
CHARGES - CURRENT SERVICES	\$1,855,900	\$153,200	\$13,182,048
FINES, FORFEITS & PENALTIES	\$249,924	\$0	\$0
INTERGOVERNMENTAL EDUCATION	\$45,223,487	\$0	\$0
INTERGOVERNMENTAL CITY	\$12,092,002	\$0	\$0
INTERGOVERNMENTAL OTHER	\$0	\$2,011,159	\$0
INVESTMENT INCOME	\$2,522,500	\$0	\$0
LICENSES & PERMITS	\$2,626,250	\$0	\$0
MISCELLANOUS REVENUE	\$3,225,305	\$149,166	\$0
TOTAL REVENUES	<u>\$182,941,876</u>	<u>\$9,355,525</u>	<u>\$13,182,048</u>
EXPENDITURES			
GENERAL GOVERNMENT	\$2,572,291	\$0	\$0
PLANNING & DEVELOPMENT	\$1,587,358	\$0	\$0
FINANCE	\$3,895,842	\$0	\$0
PUBLIC SAFETY	\$20,639,593	\$8,925,367	\$0
PUBLIC WORKS	\$14,079,789	\$0	\$13,536,104
HUMAN RESOURCES/HUMAN SERVICES	\$3,021,517	\$0	\$0
LIBRARY	\$1,833,089	\$0	\$0
DEBT SERVICE	\$14,888,446	\$0	\$0
BENEFITS	\$23,504,440	\$0	\$0
CITY INSURANCE - PREMIUMS	\$2,199,781	\$0	\$0
OTHER AGENCIES	\$2,368,453	\$0	\$0
EDUCATION	\$91,960,421	\$0	\$0
TOTAL EXPENDITURES	<u>\$182,551,020</u>	<u>\$8,925,367</u>	<u>\$13,536,104</u>
OPERATING RESULTS	<u>\$390,856</u>	<u>\$430,158</u>	<u>(\$354,056)</u>
SURPLUS / (DEFICIT)			

MONTHLY FINACIAL REPORT
GENERAL FUND REVENUE SUMMARY
MONTH ENDING DECEMBER 2024

	FISCAL YEAR 2021	FISCAL YEAR 2022	FISCAL YEAR 2023	FISCAL YEAR 2024	FISCAL YEAR 2025
REVENUES					
PROPERTY TAXES	\$64,467,746	\$66,623,747	\$65,524,162	\$68,406,348	\$70,240,254
CHARGES - CURRENT SERVICES	\$494,077	\$1,065,187	\$887,556	\$886,242	\$958,364
FINES, FORFEITS & PENALTIES	\$222,770	\$152,276	\$27,507	\$63,080	\$90,957
INTERGOVERNMENTAL EDUCATIOI	\$10,349,826	\$10,349,826	\$10,349,826	\$9,521,840	\$10,349,826
INTERGOVERNMENTAL CITY	\$7,756,393	\$9,519,623	\$11,207,935	\$11,809,791	\$10,919,444
INVESTMENT INCOME	\$91,046	\$43,983	\$463,225	\$1,277,586	\$1,566,089
LICENSES & PERMITS	\$764,624	\$935,253	\$786,780	\$1,471,995	\$936,912
MISCELLANEOUS REVENUE	\$1,705,905	\$2,023,536	\$1,236,744	\$1,370,027	\$857,099
TOTAL REVENUES	\$85,852,386	\$90,713,431	\$90,483,734	\$94,806,910	\$95,918,945

	FISCAL YEAR 2021	FISCAL YEAR 2022	FISCAL YEAR 2023	FISCAL YEAR 2024	FISCAL YEAR 2025
CURRENT YEAR TAX COLLECTIONS					
JULY	\$33,148,781	\$43,227,207	\$43,231,194	\$47,676,095	\$50,266,302
AUGUST	\$18,217,098	\$9,605,498	\$9,743,426	\$7,067,184	\$4,662,514
SEPTEMBER	\$1,035,740	\$648,133	\$893,610	\$945,347	\$1,102,726
OCTOBER	\$593,125	\$1,002,338	\$470,591	\$443,450	\$517,432
NOVEMBER	\$931,618	\$720,464	\$544,079	\$684,523	\$508,958
DECEMBER	\$9,660,020	\$10,467,717	\$9,924,482	\$10,689,313	\$11,901,500
JANUARY	\$0	\$0	\$0	\$0	\$0
FEBRUARY	\$0	\$0	\$0	\$0	\$0
MARCH	\$0	\$0	\$0	\$0	\$0
APRIL	\$0	\$0	\$0	\$0	\$0
MAY	\$0	\$0	\$0	\$0	\$0
JUNE	\$0	\$0	\$0	\$0	\$0
TOTAL COLLECTION	\$63,586,383	\$65,671,356	\$64,807,381	\$67,505,912	\$68,959,432
BUDGET	\$101,087,283	\$103,157,440	\$103,667,510	\$107,922,316	\$113,670,774
% TOTAL	62.90%	63.66%	62.51%	62.55%	60.67%
CITY MILL RATE	37.48	34.00	34.00	34.81	36.57

**MONTHLY FINANCIAL REPORT GENERAL FUND
GENERAL FUND REVENUE
MONTH ENDING DECEMBER 2024**

REVENUE CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER COLLECTION	FY 2025 YTD COLLECTION	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
CURRENT PROPERTY TAX LEVY	\$64,546,121	\$67,322,676	\$11,794,673	\$68,852,676	\$111,816,731	\$112,370,774	(\$554,043)
PRIOR YEAR TAX LIEN SALE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CURRENT PROPERTY TAX INTEREST	\$141,277	\$117,108	\$19,610	\$131,013	\$500,000	\$500,000	\$0
PRIOR YEARS TAX INTEREST	\$126,995	\$105,373	\$21,208	\$268,553	\$308,000	\$308,000	\$0
SUSPENSE INTEREST	\$101,603	\$72,038	\$8,375	\$90,935	\$200,000	\$150,000	\$50,000
<i>SUB-TOTAL</i>	<u>\$369,875</u>	<u>\$294,519</u>	<u>\$49,192</u>	<u>\$490,501</u>	<u>\$1,008,000</u>	<u>\$958,000</u>	<u>\$50,000</u>
PA 76-338 MOTOR VEHICLE SUPPLM	\$261,260	\$183,236	\$106,827	\$106,757	\$1,256,777	\$1,300,000	(\$43,223)
PRIOR YEARS TAX LEVY	\$237,533	\$519,370	\$74,725	\$684,003	\$800,000	\$600,000	\$200,000
SUSPENSE TAXES	\$109,372	\$86,547	\$11,636	\$106,318	\$175,000	\$150,000	\$25,000
OUT OF STATE MOTOR VEH COLLECT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MTS FEE COLLECTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
non current per. prop. tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OUT OF STATE MOTOR VEH COLLECT PLATES	\$0	\$0	\$0	\$0	\$90,000	\$90,000	\$0
<i>SUB-TOTAL</i>	<u>\$608,165</u>	<u>\$789,153</u>	<u>\$193,187</u>	<u>\$897,077</u>	<u>\$2,321,777</u>	<u>\$2,140,000</u>	<u>\$181,777</u>
PROPERTY TAXES TOTAL	<u><u>\$65,524,162</u></u>	<u><u>\$68,406,348</u></u>	<u><u>\$12,037,053</u></u>	<u><u>\$70,240,254</u></u>	<u><u>\$115,146,508</u></u>	<u><u>\$115,468,774</u></u>	<u><u>(\$322,266)</u></u>

**MONTHLY FINANCIAL REPORT GENERAL FUND
GENERAL FUND REVENUE
MONTH ENDING DECEMBER 2024**

REVENUE CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER COLLECTION	FY 2025 YTD COLLECTION	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
RECORD LEGAL INSTRUMENT FEES	\$805,880	\$691,774	\$192,427	\$839,315	\$1,555,000	\$1,555,000	\$0
DEMOLITION REIMBURSEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS - SCHOOLS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER ADMIN, CONCESSIONS & FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUNDRY - OTHER	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS PUBLIC WORKS	\$205	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS - GENERAL GOV'T	\$17,495	\$100,326	\$1,698	\$14,593	\$125,000	\$125,000	\$0
MISCELLANEOUS - SCHOOLS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISC. - PARKS & RECREATION	\$46,130	\$83,460	\$3,345	\$86,078	\$150,000	\$150,000	\$0
WEST HAVEN UNITED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POLICE CHARGES	\$5,397	\$2,791	\$2,240	\$12,656	\$12,900	\$12,900	\$0
POLICE/FD EXTRA DUTY	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POLICING PROJECT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ALL OTHER-PUBLIC WORKS	\$12,449	\$7,891	\$113	\$5,723	\$13,000	\$13,000	\$0
HEALTH FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS - WELFARE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS - SCHOOLS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CHARGES - CURRENT SERVICES TOTAL	\$887,556	\$886,242	\$199,823	\$958,364	\$1,855,900	\$1,855,900	\$0
FINES & PENALTIES - TAX	\$17,353	\$37,924	\$3,864	\$43,045	\$72,606	\$72,606	\$0
BLDG CODE VIOLATIONS	\$0	\$1,352	\$0	\$0	\$2,318	\$2,318	\$0
BLIGHT LIENS	\$0	\$0	\$0	\$8,540	\$65,000	\$65,000	\$0
PARKING TAGS	\$10,154	\$23,804	\$4,171	\$39,373	\$50,000	\$50,000	\$0
NON-RESIDENT LANDLORD FEE	\$0	\$0	\$0	\$0	\$60,000	\$60,000	\$0
FINES, FORFEITS & PENALTIES TOTAL	\$27,507	\$63,080	\$8,036	\$90,957	\$249,924	\$249,924	\$0

**MONTHLY FINANCIAL REPORT GENERAL FUND
GENERAL FUND REVENUE
MONTH ENDING DECEMBER 2024**

REVENUE CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER COLLECTION	FY 2025 YTD COLLECTION	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
FEDERAL EMERGENCY MGMT AGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COMMUNITY DEV BLOCK GRANT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL MISCELLANEOUS GRANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE GRANTS	\$10,671	\$0	\$0	\$0	\$0	\$0	\$0
TOBACCO SETTLEMENT GRANT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PILOT-COLLEGES & HOSPITALS	\$8,741,348	\$8,974,220	\$0	\$9,199,262	\$9,199,262	\$8,974,220	\$225,042
COVID RELIEF FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MUNI REV SHR (MFG PR TAX RELI)	\$1,084,924	\$1,405,219	\$0	\$0	\$147,516	\$147,516	\$0
PROP TAX RELIEF-ELDERLY&DISABL	\$502,691	\$672,795	\$0	\$0	\$0	\$672,795	(\$672,795)
MASHENTUCKET PEQUOT GRANT	\$269,032	\$269,032	\$269,032	\$269,032	\$807,097	\$807,097	\$0
PROP TAX RELIEF-TOTALLY DISABL	\$4,018	\$3,779	\$0	\$0	\$4,600	\$4,600	\$0
PILOT-STATE OWNED PROPERTY	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY TAX RELIEF-VETERANS	\$98,437	\$100,509	\$0	\$0	\$110,000	\$110,000	\$0
MRSA - SALES TAX SHARING	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MARB	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BOAT GRANT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY TAX RELIEF/HOTEL TAX	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MRSA - SELECT PILOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOWN AID ROAD	\$310,515	\$309,401	\$0	\$309,401	\$618,802	\$621,029	(\$2,227)
MRSA - MOTOR VEHICLE/MV CAP	\$0	\$0	\$0	\$1,057,209	\$1,057,209	\$0	\$1,057,209
DEPARTMENT OF SOCIAL SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL ASSISTANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE TASK FORCE REIMBURSEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE MISCELLANEOUS GRANTS	\$186,299	\$74,837	\$0	\$84,539	\$147,516	\$149,674	(\$2,158)
LOCIP REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>INTERGOVERNMENTAL CITY</i>	<u>\$11,207,935</u>	<u>\$11,809,791</u>	<u>\$269,032</u>	<u>\$10,919,444</u>	<u>\$12,092,002</u>	<u>\$11,486,931</u>	<u>\$605,071</u>
EDUCATIONAL COST SHARING	\$10,349,826	\$9,521,840	\$0	\$10,349,826	\$45,150,487	\$45,150,487	\$0
TRANSPORTATION OF CHILDREN	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EXCESS COST-STUDENT BASED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SPECIAL EDUCATION GRANT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COMMITMENTS FOR SCHOOL CONSTR	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRANSITIONAL SCHOOL DISTRICT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ADULT EDUCATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HEALTH SERVICES	\$0	\$0	\$0	\$0	\$73,000	\$73,000	\$0
EDUC OF HANDICAPPED/BLIND CHIL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATHLETIC DEPARTMENT REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>INTERGOVERNMENTAL EDUCATION</i>	<u>\$10,349,826</u>	<u>\$9,521,840</u>	<u>\$0</u>	<u>\$10,349,826</u>	<u>\$45,223,487</u>	<u>\$45,223,487</u>	<u>\$0</u>
TOTAL INTERGOVERNMENTAL	<u><u>\$21,557,761</u></u>	<u><u>\$21,331,631</u></u>	<u><u>\$269,032</u></u>	<u><u>\$21,269,270</u></u>	<u><u>\$57,315,489</u></u>	<u><u>\$56,710,418</u></u>	<u><u>\$605,071</u></u>

**MONTHLY FINANCIAL REPORT GENERAL FUND
GENERAL FUND REVENUE
MONTH ENDING DECEMBER 2024**

REVENUE CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER COLLECTION	FY 2025 YTD COLLECTION	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
INVESTMENT INCOME	\$454,725	\$1,268,836	\$108,020	\$1,555,589	\$2,500,000	\$2,291,000	\$209,000
RENTS, ROYALTIES & CONCESSIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RENT FROM CITY FACILITIES	\$8,500	\$8,750	\$0	\$10,500	\$22,500	\$28,000	(\$5,500)
INVESTMENT INCOME	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MONEY/PROPERTY INVESTMENT TOTAL	\$463,225	\$1,277,586	\$108,020	\$1,566,089	\$2,522,500	\$2,319,000	\$203,500
AMUSEMENT LICENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANIMAL LICENSES	\$3,034	\$3,717	\$84	\$2,857	\$6,000	\$6,000	\$0
MARRIAGE LICENSES	\$20,326	\$26,790	\$1,600	\$6,672	\$10,000	\$10,000	\$0
SPORTING LICENSES	\$31	\$124	(\$49)	\$25	\$250	\$250	\$0
MISCELLANEOUS LICENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BUILDING PERMITS	\$442,809	\$1,021,293	\$24,596	\$584,122	\$1,900,000	\$1,900,000	\$0
BLDG DEPT-FLOOD PLAIN MGMT	\$356	\$0	\$0	\$0	\$0	\$0	\$0
ARCHIVE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ELECTRICAL PERMITS	\$132,981	\$174,838	\$13,203	\$184,617	\$350,000	\$350,000	\$0
EXCAVATION PERMITS	\$675	\$4,240	\$0	\$5,100	\$10,000	\$10,000	\$0
PLUMBING & HEATING PERMITS	\$35,635	\$73,843	\$1,256	\$42,588	\$100,000	\$100,000	\$0
ZONING PERMITS	\$38,202	\$62,623	\$3,973	\$30,863	\$103,000	\$103,000	\$0
ALCOHOLIC BEVERAGE LICENSE	\$660	\$466	\$100	\$500	\$1,000	\$1,000	\$0
POLICE&PROTECT LIC/TOW PERMIT	\$8,195	\$3,355	\$7,017	\$12,218	\$27,000	\$27,000	\$0
CITY CLERK FEES COLLECTED	\$2,968	\$2,534	\$329	\$2,231	\$6,000	\$6,000	\$0
DOG POUND RELEASES	\$2,543	\$2,694	\$695	\$2,253	\$3,000	\$3,000	\$0
HEALTH LICENSES	\$98,365	\$95,479	\$0	\$62,866	\$110,000	\$110,000	\$0
LICENSES & PERMITS TOTAL	\$786,780	\$1,471,995	\$52,804	\$936,912	\$2,626,250	\$2,626,250	\$0

**MONTHLY FINANCIAL REPORT GENERAL FUND
GENERAL FUND REVENUE
MONTH ENDING DECEMBER 2024**

REVENUE CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER COLLECTION	FY 2025 YTD COLLECTION	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
TELEPHONE ACCESS GRANT	\$0	\$0	\$0	\$0	\$79,000	\$79,000	\$0
STUDENT ACHIEVEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SCCRWA- PILOT GRANT	\$140,947	\$144,377	\$0	\$155,239	\$290,000	\$290,000	\$0
PARKING METER REVENUE	\$63,870	\$155,928	\$10,684	\$127,481	\$330,000	\$330,000	\$0
PROP SALE(Bayview,etc.)	\$242,931	\$15,000	\$10,500	\$77,500	\$300,000	\$300,000	\$0
PILOT - HOUSING AUTHORITY	\$0	\$0	\$0	\$0	\$171,000	\$171,000	\$0
HOUSING AUTH 3YR SUPPL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SEWER FEE COLLECTION EXPENSES	\$0	\$0	\$0	\$0	\$55,200	\$55,200	\$0
INSURANCE REIMBURSEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
YALE CONTRIBUTION	\$505,015	\$682,166	\$0	\$0	\$550,000	\$550,000	\$0
UNH CAD CONTRIBUTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VOLUNTARY CAD CONTRIBUTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS	\$48,147	\$13,730	\$1,108	\$28,312	\$65,001	\$65,001	\$0
MORTGAGE REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BAN/BOND PREMIUM INCOME	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NON RECURRING	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QUIGLEY/YALE PARKING	\$21,801	\$21,801	\$3,634	\$21,801	\$43,603	\$43,603	\$0
BOE POLICE REIMBURSEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
THOMPSON SCHL/VA PARKING	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEASE PAYMENTS	\$0	\$0	\$11,325	\$57,651	\$57,651	\$0	\$57,651
FIRE DEPT SHARE OF ERS	\$210,953	\$330,400	\$22,241	\$382,429	\$860,000	\$860,000	\$0
POLICE DEPT SHARE OF ERS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DOG FUND REIMBURSEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ORGANIC RECYCLING COMPOST	\$3,080	\$6,625	\$3,160	\$6,685	\$20,000	\$20,000	\$0
SUB-TOTAL OTHER REVENUES	\$1,236,744	\$1,370,027	\$62,651	\$857,099	\$2,821,455	\$2,763,804	\$57,651
OPERATING TRANSFERS IN	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RESIDUAL EQUITY TRANSFERS IN	\$0	\$0	\$0	\$0	\$0	\$200,000	(\$200,000)
CONTRIBUTION FROM FUND BALANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRANSFER FROM SEWER OPER FUND	\$0	\$0	\$0	\$0	\$403,850	\$403,850	\$0
PREMIUM ON BONDS/NOTES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BOND PROCEEDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUB-TOTAL OTHER FIN. SOURCES	\$0	\$0	\$0	\$0	\$403,850	\$603,850	(\$200,000)
MISCELLANOUS REVENUE TOTAL	\$1,236,744	\$1,370,027	\$62,651	\$857,099	\$3,225,305	\$3,367,654	(\$142,349)
REVENUE GRAND TOTALS	\$90,483,734	\$94,806,910	\$12,737,419	\$95,918,945	\$182,941,876	\$182,597,920	\$343,956

PERCENT COLLECTED FROM BUDGET

52.53%

**MONTHLY FINACIAL REPORT
GENERAL FUND EXPENDITURE SUMMARY
MONTH ENDING DECEMBER 2024**

	FISCAL YEAR 2021	FISCAL YEAR 2022	FISCAL YEAR 2023	FISCAL YEAR 2024	FISCAL YEAR 2025
CITY					
SALARY AND WAGES	\$10,274,590	\$10,591,133	\$10,803,551	\$11,110,209	\$12,790,466
OVERTIME	\$562,231	\$804,030	\$860,508	\$1,063,089	\$1,143,774
POLICE OVERTIME	\$897,694	\$1,005,046	\$1,202,616	\$1,232,868	\$1,304,828
OTHER PERSONNEL COST	\$1,150,369	\$1,116,771	\$1,089,892	\$967,886	\$950,073
CONTRACTUAL SERVICES	\$2,674,284	\$3,427,674	\$3,044,339	\$3,968,950	\$3,680,104
SUPPLIES AND MATERIALS	\$391,933	\$616,773	\$411,897	\$428,082	\$516,156
UTILITIES	\$712,470	\$798,910	\$819,523	\$825,204	\$918,750
OTHER CHARGES	\$1,492,332	\$2,057,996	\$1,073,445	\$1,211,480	\$1,743,753
EMPLOYEE BENEFITS	\$8,245,543	\$8,709,908	\$9,691,716	\$10,110,006	\$11,794,646
DEBT SERVICE	\$9,562,520	\$9,496,795	\$9,082,787	\$9,785,124	\$10,038,279
TOTAL CITY	<u>\$35,963,966</u>	<u>\$38,625,036</u>	<u>\$38,080,274</u>	<u>\$40,702,898</u>	<u>\$44,880,829</u>
BOARD OF EDUCATION					
TUITION	\$3,126,335	\$3,715,635	\$4,297,866	\$4,607,397	\$5,798,835
STUDENT TRANSPORTATION	\$1,359,835	\$1,082,916	\$1,642,002	\$2,302,348	\$1,891,726
SALARIES	\$20,771,933	\$22,863,939	\$21,904,146	\$18,814,765	\$12,486,107
OPERATION OF PLANT	\$2,162,378	\$3,333,869	\$1,670,484	\$2,007,426	\$2,152,363
BENEFITS & FIXED CHARGES	\$9,369,895	\$10,404,850	\$9,946,935	\$9,846,639	\$10,933,366
PURCHASED SERVICES	\$439,609	\$654,897	\$375,288	\$492,075	\$635,175
INSTRUCTION	\$1,677,545	\$1,995,915	\$595,713	\$1,097,042	\$772,165
TOTAL EDUCATION	<u>\$38,907,531</u>	<u>\$44,052,021</u>	<u>\$40,432,434</u>	<u>\$39,167,691</u>	<u>\$34,669,738</u>
GRAND TOTAL	<u>\$74,871,497</u>	<u>\$82,677,057</u>	<u>\$78,512,708</u>	<u>\$79,870,590</u>	<u>\$79,550,567</u>

**GENERAL FUND MONTHLY FINANCIAL REPORT
MONTH ENDING DECEMBER 2024**

DEPARTMENT CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER EXPENSES	FY 2025 YTD COLLECTION	OPEN PURCHASE ORDERS	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
CITY COUNCIL	\$48,406	\$49,748	\$5,850	\$26,171	\$573	\$63,700	\$63,700	\$0
MAYOR	\$173,821	\$161,230	\$23,653	\$231,225	\$48	\$384,178	\$409,178	\$25,000
CORPORATION COUNSEL	\$236,995	\$461,740	\$33,793	\$225,130	\$7,888	\$686,426	\$686,426	\$0
PERSONNEL DEPARTMENT	\$123,255	\$157,651	\$24,762	\$163,665	\$50	\$384,854	\$404,854	\$20,000
COMMUNICATIONS	\$155,632	\$116,133	\$32,635	\$148,280	\$153,727	\$358,000	\$358,000	\$0
CITY CLERK	\$187,093	\$218,326	\$22,721	\$158,701	\$56,911	\$435,942	\$435,942	\$0
REGISTRAR OF VOTERS	\$102,457	\$114,860	\$1,453	\$159,637	\$0	\$246,633	\$234,633	(\$12,000)
SEALER OF WEIGHTS & MEASURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROBATE COURT	\$1,987	\$3,303	\$5,183	\$5,414	\$0	\$12,558	\$12,558	\$0
GENERAL GOVERNMENT TOTAL	\$1,029,646	\$1,282,991	\$150,049	\$1,118,223	\$219,197	\$2,572,291	\$2,605,291	\$33,000
BUILDING DEPARTMENT	\$195,435	\$234,827	\$38,876	\$217,236	\$3,247	\$552,304	\$572,304	\$20,000
GRANTS ADMINISTRATION	\$49,581	\$76,063	\$15,435	\$98,049	\$0	\$283,968	\$308,968	\$25,000
INLAND WETLANDS AGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLANNING & DEVELOPMENT	\$241,489	\$128,002	\$56,961	\$272,247	\$8,515	\$751,086	\$781,086	\$30,000
ZONING BOARD OF APPEALS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLANNING & DEVELOP. TOTAL	\$486,505	\$438,893	\$111,272	\$587,532	\$11,762	\$1,587,358	\$1,662,358	\$75,000
TREASURER	\$3,800	\$3,800	\$633	\$3,800	\$0	\$7,600	\$7,600	\$0
COMPTROLLER	\$421,137	\$624,366	\$121,059	\$698,177	\$118,835	\$1,421,694	\$1,446,694	\$25,000
PURCHASING DEPARTMENT	\$113,815	\$87,208	\$23,367	\$182,229	\$179,620	\$307,825	\$317,825	\$10,000
RISK MANAGEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CENTRAL SERVICES	\$64,106	\$63,117	\$22,335	\$81,984	\$92,084	\$220,000	\$163,900	(\$56,100)
INFORMATION AND TECHNOLOGY	\$151,544	\$409,497	\$34,553	\$424,678	\$26,729	\$832,690	\$862,690	\$30,000
TAX ASSESSMENT	\$222,293	\$230,666	\$44,395	\$256,634	\$1	\$569,907	\$544,907	(\$25,000)
BOARD OF TAX APPEALS	\$118	\$352	\$0	\$0	\$0	\$3,600	\$3,600	\$0
TAX COLLECTOR	\$208,160	\$208,482	\$33,341	\$221,278	\$55,529	\$532,526	\$532,526	\$0
FINANCE TOTAL	\$1,184,973	\$1,627,487	\$279,684	\$1,868,780	\$472,798	\$3,895,842	\$3,879,742	(\$16,100)

**GENERAL FUND MONTHLY FINANCIAL REPORT
MONTH ENDING DECEMBER 2024**

DEPARTMENT CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER EXPENSES	FY 2025 YTD COLLECTION	OPEN PURCHASE ORDERS	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
EMERGENCY REPORT SYSTEM DEPT. OPERATIONS	\$1,007,503 \$6,548,034	\$997,074 \$6,781,064	\$158,229 \$1,230,161	\$1,112,076 \$7,534,234	\$11,761 \$1,005	\$2,310,662 \$15,192,037	\$2,235,662 \$15,162,037	(\$75,000) (\$30,000)
POLICE DEPARTMENT ADMIN. POLICE DEPARTMENT SUPPORT ANIMAL CONTROL	\$547,570 \$526,735 \$144,608	\$613,240 \$596,762 \$148,766	\$82,806 \$123,591 \$31,391	\$681,385 \$606,446 \$195,662	\$142,302 \$24,883 \$1,685	\$1,374,616 \$1,274,701 \$359,039	\$1,349,616 \$1,274,701 \$359,039	(\$25,000) \$0 \$0
EMERGENCY MANAGEMENT C-MED	\$6,509 \$0	\$24,313 \$0	\$3,846 \$0	\$25,149 \$0	\$1,476 \$0	\$84,525 \$44,013	\$84,525 \$44,013	\$0 \$0
PUBLIC SAFETY TOTAL	\$8,780,959	\$9,161,219	\$1,630,024	\$10,154,951	\$183,112	\$20,639,593	\$20,509,593	(\$130,000)
PUBLIC WORKS ADMINISTRATION ENGINEERING VEHICLE MAINTENANCE CENTRAL GARAGE COMPOST SITE SOLID WASTE BUILDING MAINTENANCE HIGHWAYS & PARKS	\$177,928 \$87,232 \$0 \$541,031 \$11,491 \$1,579,085 \$558,545 \$1,839,641	\$191,923 \$176,095 \$0 \$482,586 \$0 \$1,672,714 \$643,774 \$1,940,260	\$59,081 \$39,702 \$0 \$118,727 \$0 \$461,213 \$127,598 \$297,234	\$336,772 \$93,139 \$0 \$505,530 \$14,400 \$1,690,147 \$695,760 \$1,973,271	\$96,917 \$220,000 \$0 \$236,509 \$0 \$64,997 \$61,808 \$48,379	\$929,874 \$474,632 \$0 \$1,469,222 \$47,200 \$4,446,072 \$1,728,221 \$4,984,568	\$949,874 \$504,632 \$0 \$1,479,222 \$47,200 \$4,446,072 \$1,728,221 \$5,009,568	\$20,000 \$30,000 \$0 \$10,000 \$0 \$0 \$0 \$25,000
PUBLIC WORKS TOTAL	\$4,794,952	\$5,107,352	\$1,103,555	\$5,309,020	\$728,610	\$14,079,789	\$14,164,789	\$85,000
HUMAN RESOURCES/SERVICES ELDERLY SERVICES PARKS AND RECREATION HEALTH DEPARTMENT	\$178,948 \$144,124 \$614,011 \$211,100	\$181,718 \$167,116 \$627,596 \$241,044	\$43,420 \$33,968 \$56,991 \$44,844	\$227,715 \$180,859 \$688,794 \$246,381	\$31,940 \$11,747 \$14,061 \$780	\$663,237 \$472,936 \$1,212,293 \$673,051	\$663,237 \$472,936 \$1,212,293 \$673,051	\$0 \$0 \$0 \$0
HUMAN SERVICES TOTAL	\$1,148,182	\$1,217,473	\$179,223	\$1,343,749	\$58,528	\$3,021,517	\$3,021,517	\$0

**GENERAL FUND MONTHLY FINANCIAL REPORT
MONTH ENDING DECEMBER 2024**

DEPARTMENT CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER EXPENSES	FY 2025 YTD COLLECTION	OPEN PURCHASE ORDERS	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
Appropriation from surplus	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CLIENT ASSISTANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WELFARE DEPARTMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VISITING NURSES ASSOCIATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LIBRARY	\$918,968	\$947,917	\$305,515	\$1,069,302	\$763,787	\$1,833,089	\$1,833,089	\$0
CITY INSURANCE - PREMIUMS	\$816,693	\$877,115	\$24,830	\$1,497,659	\$0	\$2,199,781	\$2,199,781	\$0
PENSIONS AND MEDICAL	\$9,684,926	\$10,139,906	\$2,766,655	\$11,801,950	\$4,990	\$23,504,440	\$23,504,440	\$0
DEBT SERVICES	\$9,082,787	\$9,785,124	\$0	\$10,038,279	\$0	\$14,888,446	\$14,888,446	\$0
UNALLOCATED EXPENSES	\$149,233	\$117,421	\$8,380	\$91,382	\$0	\$2,368,453	\$2,368,453	\$0
OTHER CITY AGENCIES TOTAL	\$20,652,606	\$21,867,483	\$3,105,380	\$24,498,574	\$768,777	\$44,794,209	\$44,794,209	\$0
GENERAL FUND BALANCE SHEET	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING TRANSFER OUT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BOARD OF EDUCATION	\$40,432,434	\$39,167,691	\$244,983	\$34,669,738	\$2,064,815	\$91,960,421	\$91,960,421	\$0
GRAND TOTAL	\$78,510,258	\$79,870,590	\$6,804,170	\$79,550,567	\$4,507,600	\$182,551,020	\$182,597,920	\$46,900

PERCENT COLLECTED FROM BUDGET

43.57%

**SEWER FUND MONTHLY FINANCIAL REPORT
MONTH ENDING DECEMBER 2024**

DEPARTMENT CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER COLL./EXP	FY 2025 YTD COLL./EXP	OPEN PURCHASE ORDERS	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
SEWER USE FEES-CURRENT	\$7,178,751	\$7,469,101	\$1,263,149	\$7,583,708	\$0	\$12,600,000	\$12,743,604	(\$143,604)
SEWER USE FEES - PRIOR YEARS	(\$356)	\$17,469	\$473	\$10,445	\$0	\$18,000	\$18,000	\$0
SEWER INTEREST & LIENS-CURRENT	\$17,671	\$14,064	\$1,942	\$16,918	\$0	\$30,000	\$20,000	\$10,000
SEWER INTEREST & LIENS - PY	\$3,534	\$5,805	\$240	\$6,249	\$0	\$15,000	\$15,000	\$0
SEPTAGE DISPOSAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SLUDGE REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ORANGE SHARE SERVICE CHARGE	\$98,124	(\$98,107)	\$0	\$150,000	\$0	\$301,000	\$390,000	(\$89,000)
BUILDING SEWER PERMIT FEE	\$0	\$0	\$7,845	\$7,915	\$0	\$0	\$0	\$0
BUILDING SEWER APPLICATION FEE	\$0	\$0	\$7,140	\$10,710	\$0	\$0	\$0	\$0
GREASE TRAP PERMITS	\$0	\$0	\$2,380	\$2,870	\$0	\$0	\$0	\$0
SEWER ASSESSMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ORANGE SHARE CWF DEBT	\$78,212	\$207,795	\$54,512	\$109,024	\$0	\$218,048	\$216,000	\$2,048
NITROGEN CREDIT	\$17,167	\$6,921	\$0	\$4,775	\$0	\$0	\$0	\$0
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SEWER CHARGES TOTAL	\$7,393,104	\$7,623,048	\$1,337,681	\$7,902,614	\$0	\$13,182,048	\$13,402,604	(\$220,556)
CLEAN WATER FUND GRANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING TRANSFERS IN	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTRIBUTION FROM FUND BALANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING TRANSFERS TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL REVENUE	\$7,393,104	\$7,623,048	\$1,337,681	\$7,902,614	\$0	\$13,182,048	\$13,402,604	(\$220,556)

PERCENT COLLECTED FROM BUDGET

58.96%

**SEWER FUND MONTHLY FINANCIAL REPORT
MONTH ENDING DECEMBER 2024**

DEPARTMENT CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER COLL./EXP	FY 2025 YTD COLL./EXP	OPEN PURCHASE ORDERS	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
REGULAR WAGES	\$0	\$65	\$0	\$0	\$0	\$70,000	\$140,000	\$70,000
SEWER BOARD CLERK	\$0	\$0	\$0	\$1,626	\$0	\$4,200	\$4,200	\$0
OVERTIME	\$0	\$1,421	\$0	\$0	\$0	\$3,000	\$3,000	\$0
VACATION BUY BACK	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$0
ELECTRICITY	\$0	\$0	\$43,332	\$43,332	\$0	\$2,000	\$2,000	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BUSINESS EXPENSE	\$4,695	\$3,475	\$364	\$2,371	\$0	\$20,000	\$20,000	\$0
FINANCIAL SERVICES	\$0	\$0	\$0	\$0	\$0	\$55,200	\$55,200	\$0
ENGINEERING SERVICES	\$49,521	\$101,160	\$50,250	\$72,427	\$38,644	\$400,000	\$400,000	\$0
EQUIPMENT MAINTENANCE/REPAIR	\$21,008	\$198,916	\$4,652	\$59,272	\$4,883	\$500,000	\$432,500	(\$67,500)
STATE PERMIT	\$0	\$0	\$0	\$0	\$0	\$7,000	\$7,000	\$0
FRINGE BENEFITS	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$0
FICA-CITY'S SHARE	\$0	\$114	\$0	\$0	\$0	\$9,000	\$9,000	\$0
PENSION - CITY'S SHARE	\$0	\$214	\$0	\$0	\$0	\$9,000	\$9,000	\$0
CLEAN WATER FUND PAYMENTS	\$0	\$0	\$0	\$0	\$0	\$410,000	\$410,000	\$0
CAPITAL IMPROV.-SEWER PLANT	\$210,652	\$160,466	\$225,473	\$319,960	\$91,776	\$600,000	\$600,000	\$0
CAPITAL IMP - COLLECTION SYSTM	\$89,163	\$398,736	\$14,333	\$55,194	\$97,000	\$650,000	\$600,000	(\$50,000)
CLEAN WATER (NEW)	\$1,181,981	\$1,209,225	\$183,821	\$1,252,756	\$0	\$1,797,987	\$1,797,987	\$0
UNALLOCATED CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	\$0
MISCELLANEOUS	\$0	\$0	\$0	\$1,048	\$0	\$335,000	\$335,000	\$0
SEWER OPERATIONS ADMIN TOTAL	\$1,557,020	\$2,073,792	\$522,224	\$1,807,986	\$232,303	\$5,189,387	\$5,141,887	(\$47,500)

**SEWER FUND MONTHLY FINANCIAL REPORT
MONTH ENDING DECEMBER 2024**

DEPARTMENT CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER COLL./EXP	FY 2025 YTD COLL./EXP	OPEN PURCHASE ORDERS	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
REGULAR WAGES	\$781,185	\$923,961	\$141,730	\$894,244	\$0	\$2,160,267	\$2,160,267	\$0
OVERTIME	\$371,563	\$480,308	\$50,126	\$424,197	\$0	\$700,000	\$600,000	(\$100,000)
VACATION BUY BACK	\$854	\$0	\$0	\$0	\$0	\$17,000	\$17,000	\$0
SEPARATION PAY	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$0
GAS HEATING	\$9,677	\$9,494	\$3,455	\$8,720	\$75,280	\$55,000	\$84,000	\$29,000
GASES (PROPANE, ETC)	\$1,409	\$522	\$522	\$729	\$389	\$5,000	\$5,000	\$0
ELECTRICITY	\$378,528	\$439,371	\$0	\$239,833	\$966,226	\$1,100,000	\$1,100,000	\$0
WATER	\$65,991	\$80,095	\$6,094	\$73,409	\$117,926	\$190,000	\$190,000	\$0
TELEPHONE EXPENSE	\$2,966	\$3,129	\$568	\$3,836	\$548	\$12,000	\$12,000	\$0
MAINTENANCE SERVICE AGREEMENT	\$26,915	\$21,510	\$17,631	\$30,318	\$0	\$80,000	\$80,000	\$0
MOTOR VEHICLE MAINT/REPAIR	\$14,795	\$23,543	\$3,054	\$18,795	\$0	\$40,000	\$40,000	\$0
OTHER RENTAL	\$0	\$278	\$2,125	\$19,894	\$3,760	\$5,000	\$5,000	\$0
OTHER CONTRACTUAL SERVICES	\$57,793	\$177,987	\$12,758	\$43,199	\$5,683	\$200,000	\$200,000	\$0
TRASH PICKUP	\$4,266	\$5,436	\$4,333	\$16,630	\$0	\$16,000	\$16,000	\$0
SUPPLIES & MATERIALS	\$77,892	\$134,744	\$34,310	\$79,696	\$25,513	\$250,000	\$250,000	\$0
HEATING OIL	\$464,471	\$470,942	\$261,356	\$660,868	\$7,907	\$1,300,000	\$1,300,000	\$0
AUTOMOTIVE FUEL & FLUIDS	\$8,113	\$18,233	\$1,862	\$17,194	\$0	\$30,000	\$30,000	\$0
TOOLS & MISCELLANEOUS EQUIPMNT	\$32,725	\$11,051	\$4,994	\$18,806	\$0	\$40,000	\$50,000	\$10,000
JANITORIAL SUPPLIES	\$5,217	\$6,102	\$361	\$3,383	\$0	\$25,000	\$18,000	(\$7,000)
CHEMICALS	\$104,559	\$102,948	\$33,688	\$111,473	\$0	\$250,000	\$210,000	(\$40,000)
SAFETY SUPPLIES	\$2,219	\$2,973	\$2,973	\$6,063	(\$0)	\$8,000	\$8,000	\$0
LABORATORY SUPPLIES	\$29,763	\$41,352	\$5,331	\$19,898	\$0	\$80,000	\$80,000	\$0
CLOTHING & UNIFORMS	\$11,486	\$10,963	\$5,229	\$16,850	\$585	\$44,000	\$44,000	\$0
GEN'L LIAB INSUR PREMIUM-SEWER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FRINGE BENEFITS	\$245,431	\$203,921	\$35,256	\$244,070	\$0	\$450,000	\$474,000	\$24,000
FICA-CITY'S SHARE	\$82,755	\$101,159	\$12,932	\$95,889	\$0	\$189,450	\$189,450	\$0
PENSION - CITY'S SHARE	\$66,831	\$78,169	\$10,936	\$78,643	\$0	\$200,000	\$200,000	\$0
MEDICARE - CITY'S SHARE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WORKERS COMP PREM-SWR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL LIABILITY CLAIMS-SEWER	\$10,697	\$129,033	\$18,367	\$114,826	\$0	\$250,000	\$250,000	\$0
SEWER CLAIMS-WORKERS COMP	\$123,328	\$478,148	\$8,088	\$45,627	\$0	\$400,000	\$400,000	\$0
CHEMICAL FEED (ORPS)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NITROGEN CHEMICAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OUTSIDE SERVICES	\$60,833	\$151,751	\$18,302	\$44,894	\$7,365	\$200,000	\$200,000	\$0
MISCELLANEOUS	\$0	\$0	\$0	(\$3,771)	\$0	\$0	\$0	\$0
IN-HOUSE SEWER OPERATIONS TOTAL	\$3,042,265	\$4,106,884	\$696,382	\$3,328,215	\$1,211,182	\$8,346,717	\$8,262,717	(\$84,000)
GRAND TOTAL EXPENDITURES	\$4,599,285	\$6,180,677	\$1,218,607	\$5,136,201	\$1,443,485	\$13,536,104	\$13,404,604	(\$131,500)

PERCENT COLLECTED FROM BUDGET 38.32%

**ALLINGTOWN MONTHLY FINANCIAL REPORT
MONTH ENDING DECEMBER 2024**

DEPARTMENT CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER COLL./EXP	FY 2025 YTD COLL./EXP	OPEN PURCHASE ORDERS	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
MISC FEES	\$69,705	\$95,944	\$95	\$53,918	\$0	\$90,000	\$60,000	\$30,000
FEMA	\$0	\$0	\$0	\$0	\$0	\$66,000	\$66,000	\$0
PDFD EXTRA	\$7,787	\$6,342	\$3,520	\$7,656	\$0	\$9,000	\$4,000	\$5,000
FD BNDL BL	\$1,636	\$3,533	\$6,406	\$13,117	\$0	\$10,000	\$4,000	\$6,000
FD TRNSPRT	\$0	\$25,844	\$6,248	\$37,787	\$0	\$40,000	\$36,000	\$4,000
MISCELLANE	\$13,377	\$14,475	\$2,350	\$4,220	\$0	\$4,200	\$0	\$4,200
OPERATIONS	\$108,770	\$146,139	\$18,620	\$116,697	\$0	\$319,200	\$270,000	\$49,200
CURR PROPT	\$4,300,226	\$4,435,185	\$768,980	\$4,338,852	\$0	\$6,900,000	\$6,817,660	\$82,340
PY TAXES	\$39,984	\$24,145	\$3,260	\$55,848	\$0	\$66,000	\$66,000	\$0
SUSP TAXES	\$5,862	\$4,529	\$637	\$4,067	\$0	\$6,000	\$6,000	\$0
INT-CURRNT	\$8,378	\$6,873	\$1,638	\$8,704	\$0	\$22,000	\$22,000	\$0
INT-PY TAX	\$18,795	\$4,409	\$447	\$41,077	\$0	\$41,000	\$15,000	\$26,000
INT-SUSPNS	\$5,908	\$3,862	\$355	\$3,526	\$0	\$7,000	\$7,000	\$0
TAXES	\$4,379,153	\$4,479,003	\$775,316	\$4,452,074	\$0	\$7,042,000	\$6,933,660	\$108,340
PILOT-C&H	\$686,806	\$733,961	\$0	\$735,873	\$0	\$770,501	\$770,501	\$0
MRSAMV	\$831,796	\$1,302,849	\$0	\$1,153,143	\$0	\$1,153,143	\$960,525	\$192,618
STATE MISC	\$491	\$200	\$0	\$0	\$0	\$21,515	\$21,515	\$0
SCCRWA	\$24,388	\$24,559	\$0	\$24,784	\$0	\$49,166	\$49,166	\$0
GRANTS	\$1,543,480	\$2,061,568	\$0	\$1,913,800	\$0	\$1,994,325	\$1,801,707	\$192,618
GRAND TOTAL REVENUE	\$6,031,403	\$6,686,710	\$793,936	\$6,482,571	\$0	\$9,355,525	\$9,005,367	\$350,158

PERCENT COLLECTED FROM BUDGET

71.99%

**ALLINGTOWN MONTHLY FINANCIAL REPORT
MONTH ENDING DECEMBER 2024**

DEPARTMENT CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER COLL./EXP	FY 2025 YTD COLL./EXP	OPEN PURCHASE ORDERS	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
REG WAGES	\$184,085	\$140,045	\$13,817	\$93,309	\$0	\$359,076	\$359,076	\$0
GAS HEAT	\$1,586	\$2,329	\$1,090	\$2,260	\$3	\$12,000	\$12,000	\$0
ELECTRICIT	\$5,222	\$6,778	\$2,706	\$9,857	(\$0)	\$17,000	\$17,000	\$0
WATER	\$561	\$6,834	\$140	\$614	\$0	\$198,000	\$198,000	\$0
TELEPHONE	\$6,793	\$9,754	\$1,250	\$9,402	\$3,899	\$17,000	\$17,000	\$0
TRAINING	\$5,365	\$10,013	\$900	\$21,395	(\$0)	\$31,000	\$31,000	\$0
BUSNSS EXP	\$7,271	\$8,773	\$2,929	\$9,661	\$0	\$17,000	\$17,000	\$0
FIN SERV.	\$4,700	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000
BLDG MAINT	\$7,823	\$2,557	\$2,218	\$4,329	\$585	\$12,000	\$12,000	\$0
EQUIP MAIN	\$26,046	\$32,426	\$21,477	\$32,733	\$1,718	\$100,000	\$65,000	(\$35,000)
PSYCH TEST	\$1,935	\$1,036	\$0	\$4,853	\$0	\$24,000	\$24,000	\$0
OFF. SUPPL	\$2,951	\$2,504	\$886	\$2,520	\$0	\$6,000	\$6,000	\$0
AUTO FUEL	\$5,703	\$6,759	\$1,616	\$10,165	\$0	\$18,000	\$18,000	\$0
PREM ALLIN	\$21,775	\$31,134	\$17,314	\$33,416	\$0	\$65,000	\$65,000	\$0
HEALTH INS	\$652,367	\$873,319	\$192,158	\$1,016,197	\$0	\$1,841,821	\$1,841,821	\$0
LIFE INSUR	\$5,760	\$10,700	\$2,628	\$13,281	\$0	\$35,000	\$35,000	\$0
FICA-CITY	\$9,743	\$7,000	\$1,044	\$6,602	\$0	\$18,000	\$18,000	\$0
PENS-CITY	\$1,205,800	\$1,275,399	\$675,823	\$1,355,143	\$0	\$2,700,000	\$2,700,000	\$0
HEART&HYPR	\$0	\$0	\$0	\$0	\$0	\$23,000	\$23,000	\$0
WRKCOM-ALL	\$1,294	\$38,770	\$7,972	\$35,582	\$0	\$63,000	\$63,000	\$0
PC'S/HARDW	\$22,131	\$26,919	\$15,348	\$40,745	\$0	\$48,500	\$48,500	\$0
RADIO EQUIP	\$207	\$2,827	\$0	\$0	\$0	\$10,000	\$10,000	\$0
CONTINGENC	\$2,500	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
OPEB TRUST	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$0
MISCELLANE	\$10,400	\$639	\$750	\$1,027	\$0	\$16,000	\$16,000	\$0
ADMINISTRATION	\$2,508,252	\$2,496,516	\$962,064	\$2,703,091	\$6,205	\$5,731,397	\$5,871,397	\$140,000

**ALLINGTOWN MONTHLY FINANCIAL REPORT
MONTH ENDING DECEMBER 2024**

DEPARTMENT CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 DECEMBER COLL./EXP	FY 2025 YTD COLL./EXP	OPEN PURCHASE ORDERS	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
REG WAGES	\$762,882	\$726,180	\$173,519	\$962,348	\$0	\$1,826,720	\$1,826,720	\$0
OVERTIME	\$228,099	\$322,628	\$62,583	\$292,977	\$0	\$480,000	\$480,000	\$0
SEPAR. PAY	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000	\$0
TELEPHONE	\$0	\$26,586	\$0	\$134,890	\$0	\$310,000	\$310,000	\$0
UNFRMS-FT	\$8,571	\$11,884	\$144	\$5,873	\$0	\$26,500	\$26,500	\$0
MISC EQUIP	\$7,134	\$8,021	\$4,380	\$7,964	\$1,146	\$60,000	\$60,000	\$0
MED SUPPL	\$27,324	\$12,156	\$4,075	\$10,888	\$9,959	\$100,000	\$40,000	(\$60,000)
FICA-CITY	\$30,200	\$36,830	\$8,408	\$43,163	\$0	\$70,000	\$70,000	\$0
PENS-CITY	\$28,478	\$33,680	\$6,264	\$33,147	\$0	\$92,000	\$92,000	\$0
TRUCKS	\$0	\$28,853	\$52,850	(\$13,308)	\$13,308	\$40,000	\$40,000	\$0
EDUC REIMB	\$0	\$39,925	\$0	\$77,000	\$0	\$148,750	\$148,750	\$0
OPERATIONS	\$1,092,687	\$1,249,489	\$312,223	\$1,554,941	\$24,412	\$3,193,970	\$3,133,970	(\$60,000)
Total 19509926 POST EMPLOY'T BENEFI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL EXPENDITURES	\$3,600,939	\$3,746,005	\$1,274,287	\$4,258,031	\$30,617	\$8,925,367	\$9,005,367	\$80,000

PERCENT COLLECTED FROM BUDGET 47.28%

WEST HAVEN PUBLIC SCHOOLS



"Schools Committed to Excellence"

P. O. Box 26010
West Haven, Connecticut 06516

Telephone: (203) 937-4325

Fax: (203) 931-4736

February 19, 2025

To: MARB Board Members
Re: December 2024 Financial

Enclosed within this document, please find the West Haven Board of Education financial report through December 31, 2024. Included in this report is a projection spreadsheet and MUNIS data for Period 6. Through period 6, our spending is under as compared to the previous fiscal year. As of November 27, 2024 purchasing was limited to emergency situations, as that was the last day of employment for Matt Cavallaro, Finance Director. The new Finance Director started on January 13, 2025 and we are currently catching up with purchasing and payments.

Areas within the budget that we are monitoring are as follows:

- There seems to be another payroll lag, and this will be researched.
- Expenses in line items with no budgeted amounts are being reviewed.
- Expenses with negative available balance amounts are being reviewed.

Thank you.

A handwritten signature in cursive script, appearing to read "Kimberlee Kinsella".

Kimberlee Kinsella
Finance Director

CITY OF WEST HAVEN
BOARD OF EDUCATION EXPENDITURE REPORT
Dec-24

Variiances favorable/(unfavorable)

	ACTUAL				FORECAST			
	FY25 Budget	Dec YTD	DEC YTD	Dec YTD % Budget	FY24 YTD % Actual	FY25	DEC YTD	Δ to Budget
		Actual	FY24			Projected	% Fcst	
Superintendent / Principals / Asst.	2,704,055	662,354	849,514	24.5%	37.9%	2,704,055	24.5%	-
Teachers - Classroom	24,970,071	5,758,671	9,376,308	23.1%	34.3%	24,970,071	23.1%	-
Teachers - Special Education	5,738,604	1,120,495	1,790,739	19.5%	30.2%	5,738,604	19.5%	-
Teachers - Special Area	3,269,796	663,661	989,517	20.3%	29.1%	3,269,796	20.3%	-
Teachers - Substitutes/Interns	689,815	142,254	161,831	20.6%	23.2%	689,815	20.6%	-
Teacher Aides	3,310,870	1,150,718	1,707,211	34.8%	57.0%	3,310,870	34.8%	-
Pupil Services	1,483,856	316,508	444,773	21.3%	28.4%	1,483,856	21.3%	-
Clerical	1,891,724	630,771	791,551	33.3%	52.0%	1,891,724	33.3%	-
School Nurses	1,010,810	216,332	278,502	21.4%	27.2%	1,010,810	21.4%	-
Coordinators/Directors	1,447,683	335,952	488,158	23.2%	45.9%	1,447,683	23.2%	-
Custodial / Maintenance	3,090,808	1,215,842	1,299,717	39.3%	43.1%	3,090,808	39.3%	-
Lunch Aides	300,000	84,255	122,520	28.1%	95.4%	300,000	28.1%	-
Para Substitutes	105,000	20,107	103,999	19.1%	98.8%	105,000	19.1%	-
Homebound	125,000	175	17,830	0.1%	14.3%	125,000	0.1%	-
Detached Worker	98,261	12,125	27,482	12.3%	28.0%	98,261	12.3%	-
Athletic Coaches	175,000	10,722	113,393	6.1%	85.9%	175,000	6.1%	-
Adult Education	150,000	49,667	72,739	33.1%	48.5%	150,000	33.1%	-
Severance Pay	300,000	86,517	166,968	28.8%	41.2%	300,000	28.8%	-
Student Activity Advisors	100,000	8,982	12,013	9.0%	13.9%	100,000	9.0%	-
Salaries	50,961,353	12,486,107	18,814,765	24.5%	36.3%	50,961,353	24.5%	-
Health Insurance	15,714,598	8,681,759	7,882,783	55.2%	59.4%	15,714,598	55.2%	-
Medicare Only - Taxes	881,908	214,842	310,928	24.4%	38.7%	881,908	24.4%	-
Social Security	764,786	248,045	336,779	32.4%	48.9%	764,786	32.4%	-
Property & Liability Insurance	625,000	837,955	738,070	134.1%	146.9%	625,000	134.1%	-
Worker's Compensation	800,000	704,516	293,090	88.1%	53.1%	800,000	88.1%	-
Retirement Contributions	477,406	129,830	174,738	27.2%	53.9%	477,406	27.2%	-
Life Insurance	187,913	82,909	100,758	44.1%	47.4%	187,913	44.1%	-
Travel / Convention / Dues	77,200	26,536	-	34.4%	0.0%	77,200	34.4%	-
Other Benefits & Fixed Charges	46,500	6,974	27,341	15.0%	39.6%	46,500	15.0%	-
Benefits & Fixed Charges	19,575,311	10,933,366	9,864,487	55.9%	59.7%	19,575,311	55.9%	-
Tuition	9,037,214	5,798,835	4,607,397	64.2%	49.6%	9,037,214	64.2%	-
Bus Service	3,767,789	704,638	1,267,419	18.7%	41.5%	3,767,789	18.7%	-
Transportation - Phys. Handicapped	1,893,940	1,095,718	862,516	57.9%	57.2%	1,893,940	57.9%	-
Transportation - Regional VOC	349,343	69,036	102,949	19.8%	40.5%	349,343	19.8%	-
Transportation - Student Activities	121,983	22,333	69,464	18.3%	63.6%	121,983	18.3%	-
Student Transportation	6,133,055	1,891,726	2,302,348	30.8%	46.7%	6,133,055	30.8%	-
Site Repairs & Improvements	1,096,939	682,224	665,836	62.2%	92.7%	1,096,939	62.2%	-
Electricity	1,208,733	714,547	554,244	59.1%	52.3%	1,208,733	59.1%	-
Heating	464,487	53,287	133,045	11.5%	25.4%	464,487	11.5%	-
Water	103,919	54,238	49,095	52.2%	36.6%	103,919	52.2%	-
Telephone & Communications	189,178	42,332	65,618	22.4%	20.3%	189,178	22.4%	-
Building Security	388,740	390,488	409,253	100.4%	105.9%	388,740	100.4%	-
Solid Waste / Recycling	220,833	215,247	112,486	97.5%	57.4%	220,833	97.5%	-
Operation of Plant	3,672,829	2,152,363	1,989,578	58.6%	59.6%	3,672,829	58.6%	-
Photocopy Services	383,309	349,678	289,219	91.2%	107.2%	383,309	91.2%	-
Consultant Services	525,000	196,784	159,209	37.5%	61.2%	525,000	37.5%	-
Police And Fire	75,000	1,328	507	1.8%	0.7%	75,000	1.8%	-
Printing / Postage / Supplies	117,850	72,177	22,849	61.2%	31.4%	117,850	61.2%	-
Other Services	60,000	15,208	20,292	25.3%	4.9%	60,000	25.3%	-
Purchased Services	1,161,159	635,175	492,075	54.7%	45.0%	1,161,159	54.7%	-
Instruction	1,419,500	772,165	1,097,042	54.4%	82.5%	1,419,500	54.4%	-
Board of Education	91,960,421	34,669,738	39,167,691	37.7%	44.3%	91,960,421	37.7%	-

Note : YTD actuals exclude encumbrances



WEST HAVEN PUBLIC SCHOOLS

"Schools Committed to Excellence"

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

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

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

November 27, 2024

TO: All Administrators and Managers

FROM: Matthew Cavallaro, Director of Finance

SUBJECT: Spending Approvals

As you are aware, today is my last official day with the West Haven Board of Education. During this transition, purchasing is limited to emergency situations. If you feel that a purchase must be made, prior approval must be given by the Superintendent of Schools. Purchase Orders will not be approved, unless prior authorization has been given.

Thank you in advance for your cooperation.

A handwritten signature in black ink, appearing to be "M. Cavallaro", written over a horizontal line.

Matthew Cavallaro

Cc: Neil C. Cavallaro, Superintendent of Schools
Judith Drenzek, Assistant Superintendent
Tamara Mursko, Human Resources

YEAR-TO-DATE BUDGET REPORT

FOR 2025 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A01 TUITION	9,037,214	0	9,037,214	5,798,835.32	521,944.06	2,716,434.62	69.9%
B04 CONTRACTED BUS SERVICE/PUBLIC	3,458,112	0	3,458,112	637,159.13	468,028.72	2,352,924.15	32.0%
B06 BUS SERVICE: NON PUBLIC SCHOOL	309,677	0	309,677	67,479.04	33,739.52	208,458.44	32.7%
B08 TRANSPORTATION: REG VOC-TECH-	265,553	0	265,553	34,518.12	23,012.08	208,022.80	21.7%
B10 TRANSPORTATION: REG VOC-AG	83,790	0	83,790	34,518.12	11,922.96	37,348.92	55.4%
B12 TRANSPORT: PHYS. HANDICAPPED	1,893,940	0	1,893,940	1,095,718.48	256,874.40	541,347.12	71.4%
B16 TRANSPORTATION: STDNT ACTIVITY	121,983	0	121,983	22,333.26	13,748.01	85,901.73	29.6%
C04 SALARY - SUPERINTENDENT	203,359	0	203,359	97,911.50	.00	105,447.50	48.1%
C06 SALARY - ASST. SUPERINTENDENT	169,744	0	169,744	74,652.08	.00	95,091.92	44.0%
C07 SALARY - CLERICAL: BLAKE ADMIN	1,000,390	0	1,000,390	379,685.58	.00	620,704.42	38.0%
C10 SALARY - PRINCIPALS	1,312,884	0	1,312,884	302,211.60	.00	1,010,672.40	23.0%
C12 SALARY - ASST. PRINCIPALS	1,018,068	0	1,018,068	187,578.89	.00	830,489.11	18.4%
C14 SALARY - COORD & DIRECTORS	1,447,683	0	1,447,683	335,952.09	.00	1,111,730.91	23.2%
C16 SALARY - CLASSROOM TEACHERS	24,970,071	0	24,970,071	5,758,670.92	2,350.00	19,209,050.08	23.1%
C18 SALARY - SPECIAL ED TEACHERS	5,738,604	0	5,738,604	1,120,495.12	.00	4,618,108.88	19.5%
C20 SALARY - ADULT EDUCATION	150,000	0	150,000	49,667.24	.00	100,332.76	33.1%
C22 SALARY - HOMEBOUND	125,000	0	125,000	175.00	.00	124,825.00	.1%
C24 SALARY - SPECIAL AREA TEACHERS	3,269,796	0	3,269,796	663,661.38	.00	2,606,134.62	20.3%
C26 SALARY - PUPIL SERVICES	1,483,856	0	1,483,856	316,508.43	.00	1,167,347.57	21.3%
C28 SALARY - CLERICAL: SECOND. SCH	568,257	0	568,257	184,534.49	.00	383,722.51	32.5%
C30 SALARY - CLERICAL: ELEM. SCH.	293,077	0	293,077	62,589.27	.00	230,487.73	21.4%
C32 SALARY - SUBSTITUTE CLERKS	30,000	0	30,000	3,961.73	.00	26,038.27	13.2%
C34 SALARY - LUNCH AIDES	300,000	0	300,000	84,254.89	.00	215,745.11	28.1%
C36 SALARY - TEACHER AIDES	3,310,870	0	3,310,870	1,150,717.89	.00	2,160,152.11	34.8%
C38 SALARY - PARA SUBSTITUTES	105,000	0	105,000	20,106.60	.00	84,893.40	19.1%
C40 SALARY - DETACHED WORKER	98,261	0	98,261	12,124.63	.00	86,136.37	12.3%
C42 SALARY - SUBSTITUTE TEACHERS	689,815	0	689,815	142,253.53	.00	547,561.47	20.6%
C44 SALARY - SEVERANCE PAY	300,000	0	300,000	86,516.51	.00	213,483.49	28.8%
C46 SALARY - NURSES: PUBLIC	860,330	0	860,330	192,727.39	.00	667,602.61	22.4%
C48 SALARY - NURSES: NON-PUBLIC	150,480	0	150,480	23,604.17	.00	126,875.83	15.7%
C58 SALARY - CUSTODIANS	1,946,095	0	1,946,095	730,142.11	.00	1,215,952.89	37.5%
C60 SALARY - SUBSTITUTE CUSTODIANS	105,000	0	105,000	105,000.00	.00	.00	100.0%
C62 SALARY - O/T CUSTODIANS	79,638	0	79,638	-1,412.24	.00	81,050.24	-1.8%
C64 SALARY - MAINTENANCE	883,276	0	883,276	382,112.12	.00	501,163.88	43.3%
C66 SALARY - O/T MAINTENANCE	60,799	0	60,799	.00	.00	60,799.00	.0%
C68 SALARY - STUDENT ACTIVITY ADV.	100,000	0	100,000	8,982.15	.00	91,017.85	9.0%
C70 SALARY - ATHL COACHES: HS	175,000	0	175,000	10,721.54	.00	164,278.46	6.1%
C72 SALARY - CUST COMMUNITY SVCS	16,000	0	16,000	.00	.00	16,000.00	.0%
D04 ELECTRICITY	1,208,733	0	1,208,733	714,547.21	1,410.74	492,775.05	59.2%
D08 WATER	103,919	0	103,919	54,237.90	31.19	49,649.91	52.2%
D10 TELEPHONE & COMMUNICATIONS	189,178	0	189,178	42,332.37	22,750.00	124,095.63	34.4%
D12 RUBBISH REMOVAL	220,833	0	220,833	215,247.42	.00	5,585.58	97.5%
D14 CUSTODIAL SUPPLIES	0	0	0	.00	589.26	-589.26	100.0%
D16 HEAT FOR BUILDINGS	464,487	0	464,487	53,286.53	.00	411,200.47	11.5%



YEAR-TO-DATE BUDGET REPORT

FOR 2025 06

D18	EQUIPMENT - OPERATION OF PLANT	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
D18	EQUIPMENT - OPERATION OF PLANT	0	0	0	.00	.00	.00	.0%
D20	REPAIR TO BUILDINGS	846,939	0	846,939	467,322.99	43,216.69	336,399.32	60.3%
D22	UPKEEP OF GROUNDS SUPPLIES	0	0	0	.00	.00	.00	.0%
D24	BUILDING SECURITY	388,740	0	388,740	390,487.85	.00	-1,747.85	100.4%
D26	GAS, OIL & GREASE	0	0	0	1,110.95	.00	-1,110.95	100.0%
D30	OTHER EXPENSES: MAINTENANCE	0	0	0	6,557.38	10,686.64	-17,244.02	100.0%
D32	EQUIPMENT - MAINT. OF PLANT	0	0	0	.00	10,138.23	-10,138.23	100.0%
D34	IMPROVEMENT TO SITES	250,000	0	250,000	207,232.45	.00	42,767.55	82.9%
E02	CENTRAL OFFICE - TRAVEL	77,200	0	77,200	26,536.00	.00	50,664.00	34.4%
E04	CENTRAL OFFICE - DUES & CONF.	0	0	0	37.52	.00	-37.52	100.0%
E06	TRAVEL CONV. & DUES: TCHRS/ADM	0	0	0	1,736.00	440.00	-2,176.00	100.0%
E08	PROFESSIONAL CERT. REIMBURSMNT	46,500	0	46,500	5,200.00	1,200.00	40,100.00	13.8%
E12	PROPERTY & LIABILITY INSURANCE	625,000	0	625,000	837,955.25	.00	-212,955.25	134.1%
E14	HEALTH INSURANCE: CERTIFIED	10,292,277	0	10,292,277	5,595,649.37	36,304.80	4,660,322.83	54.7%
E16	LIFE INSURANCE: CERTIFIED	187,913	0	187,913	82,909.08	62,181.81	42,822.11	77.2%
E18	SOCIAL SECURITY	764,786	0	764,786	248,044.94	.00	516,741.06	32.4%
E20	RETIREMENT CONTRIBUTIONS	477,406	0	477,406	129,830.18	.00	347,575.82	27.2%
E22	MEDICARE ONLY - TAXES	881,908	0	881,908	214,842.39	.00	667,065.61	24.4%
E26	HEALTH INSURANCE: NON-CERT	5,422,321	0	5,422,321	3,086,109.81	64,799.70	2,271,411.49	58.1%
E30	WORKER'S COMPENSATION	800,000	0	800,000	704,515.91	.00	95,484.09	88.1%
F02	POSTAGE	60,000	0	60,000	13,957.00	.00	46,043.00	23.3%
F04	PRINTING & PUBLISHING	0	0	0	3,917.00	.00	-3,917.00	100.0%
F06	PHOTOCOPY SERVICES	383,309	0	383,309	349,677.70	6,079.88	27,551.42	92.8%
F08	BOE MISC. EXPENSE	0	0	0	995.00	.00	-995.00	100.0%
F12	CONSULTANT SERVICES	260,000	0	260,000	103,490.52	1,550.00	154,959.48	40.4%
F14	SERVICE CONTRACTS	265,000	0	265,000	93,293.37	.00	171,706.63	35.2%
F18	BOE - OFFICE SUPPLIES	3,150	0	3,150	88.79	.00	3,061.21	2.8%
F20	CENTRAL OFFICE - SUPPLIES	26,000	0	26,000	75,990.32	386.75	-50,377.07	293.8%
F22	CENTRAL OFFICE - MISC. EXPENSE	0	0	0	1,251.00	.00	-1,251.00	100.0%
F26	POLICE & FIRE	75,000	0	75,000	1,328.49	.00	73,671.51	1.8%
F28	BOE - DUES & CONFERENCES	25,200	0	25,200	.00	.00	25,200.00	.0%
F30	SUBSCRIPTIONS	3,500	0	3,500	-8,813.70	17,510.55	-5,196.85	248.5%
F34	FITZGERALD COMPLEX	60,000	0	60,000	.00	.00	60,000.00	.0%
G02	ANSWERING SERVICE	10,850	0	10,850	.00	.00	10,850.00	.0%
G04	REPAIR TO EQUIPMENT: INSTRUCT.	25,000	0	25,000	6,431.99	1,057.50	17,510.51	30.0%
G06	MISC. EXPENSES	0	0	0	2,465.67	4,149.75	-6,615.42	100.0%
G08	ELEM. READING DEVELOPMENT	12,000	0	12,000	1,902.41	.00	10,097.59	15.9%
G10	TEACHING SUPPLIES	504,400	0	504,400	332,636.81	116,931.07	54,832.12	89.1%
G12	TEXTBOOKS	225,000	0	225,000	156,560.03	179,940.92	-111,500.95	149.6%
G14	PERIODICALS	13,500	0	13,500	.00	.00	13,500.00	.0%
G16	EDUCATIONAL MEDIA SUPPLIES	0	0	0	33,086.16	.00	-33,086.16	100.0%
G18	STANDARDIZED TESTING PROGRAM	54,750	0	54,750	820.00	.00	53,930.00	1.5%
G20	CURRICULUM IMPROVEMENT	45,000	0	45,000	29,301.49	13,987.85	1,710.66	96.2%
G22	LIBRARY BOOKS	42,500	0	42,500	31,289.73	1,906.30	9,303.97	78.1%






YEAR-TO-DATE BUDGET REPORT

FOR 2025 06



G26	EQUIPMENT - NON INSTRUCTIONAL	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
G26	EQUIPMENT - NON INSTRUCTIONAL	20,000	0	20,000	.00	361.95	19,638.05	1.8%
G28	EQUIPMENT - INSTRUCTIONAL	0	0	0	260.34	4,211.99	-4,472.33	100.0%
G29	EQUIPMENT - TECHNOLOGY	320,000	0	320,000	47,364.46	93,174.29	179,461.25	43.9%
G30	PSYCHIATRIC SERVICES	0	0	0	23,634.96	22,635.21	-46,270.17	100.0%
G32	MEDICAL SERVICES - SUPPLIES	36,500	0	36,500	10,374.71	3,116.42	23,008.87	37.0%
G34	MEDICAL SERVICES - MISC. EXP.	0	0	0	18,304.32	3,362.00	-21,666.32	100.0%
G36	EQUIPMENT: MEDICAL SERVICES	10,000	0	10,000	433.53	.00	9,566.47	4.3%
G38	EQUIPMENT & SUPPLIES: ACTIV.	100,000	0	100,000	77,298.66	9,084.18	13,617.16	86.4%
GRAND TOTAL		91,960,421	0	91,960,421	34,669,738.34	2,064,815.42	55,225,867.24	39.9%

** END OF REPORT - Generated by Kimberlee Kinsella **

City of West Haven – Finance Manager Status As of February 21, 2025

Objective	Accomplishments	Next Steps
 <p>Audit</p> <p>Assist the City to become current on financial statement audits through FY24 while resolving prior year audit findings</p>	<ul style="list-style-type: none"> •City completed FY24 audit with no material weaknesses identified •Completed and approved policies and procedural documentation related to: <ul style="list-style-type: none"> ○Billing Policy ○Bad Debt Expense Policy 	<ul style="list-style-type: none"> •Obtain FY24 management letter from audit to update audit recommendation tracker •Complete Investment Policy •Continue to support and track progress of implementation of corrective action plans to remediate audit findings
 <p>Procurement and Payment</p> <p>Implement enhancements and document updated processes and procedures related to the City's purchasing and outgoing payment practices</p>	<ul style="list-style-type: none"> •Distributed the Cash Management Policy inclusive of process flow of cash and checks, security, recording and deposit of cash and checks •City has updated the P-Card administrator to US Bank to be aligned with the State program •City filed 2024 1099s for federal and state 	<ul style="list-style-type: none"> •Continue drafting policy and procedure including ongoing vendor management and 1099 reporting procedures •Update P-Card documentation as needed based on the new administrator change
 <p>Payroll</p> <p>Improve the payroll process including remediation of observations identified by external audit and Whittlesey</p>	<ul style="list-style-type: none"> •City has selected ADP as the benefit and payroll service provider •City has developed internal timekeeping procedural documentation for items such as call backs and early dismissal. 	<ul style="list-style-type: none"> •Support the implementation of previously identified ADP system-related recommendations during the optimization and reimplementation process, as needed

City of West Haven – Finance Manager Status As of February 21, 2025

Objective	Accomplishments	Next Steps
 <p>Financial Close</p> <p>Develop and implement enhancements to monthly and year-end financial close procedures</p>	<ul style="list-style-type: none"> •N/A – Priority has been on audit and policy during this period 	<ul style="list-style-type: none"> •Distribute the Payroll Policy once approved by the Mayor •Review financial close checklist with the City to align on the development and implementation of the financial close improvement plan •Develop policy and procedure documentation based on financial close requirements (if needed)
 <p>Process Documentation and Improvement</p> <p>Identify general process improvement opportunities and further formalize processes via policies and procedures</p>	<ul style="list-style-type: none"> •Completed and distributed the Ethics Policy inclusive of standards of conduct and provisions, reporting and review procedures, and annual recertification of ethics forms 	<ul style="list-style-type: none"> •Continue developing policies to improve practices and to address Audit findings, OPM's and Whittlesey's recommendations, and best practices.



Office of the Finance Director

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

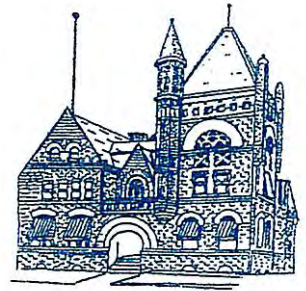
MARB Contract Form

MARB Meeting Date:	February 27, 2025			
Contract Name	Bond ordinance – Planning, design, and rehabilitation of sewer pipes and manholes related to Dawson Avenue Area 5 Contract			
City Agency	Engineering			
Vendor Utilized	City of West Haven			
Address	355 Main Street			
City, State, Zip	West Haven, CT 06510			
Procurement Process	<input type="checkbox"/> Bid/RFP [Enter the Bid No] <input type="checkbox"/> State Contract [Enter State Contract No] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Other Source [Bond Ordinance]			
No of Bid/RFP Respondents	N/A			
Quote No('s) if applicable	N/A			
Source of Funds	State of Connecticut Clean Water Fund Loan			
Quantity	0.00	Price Per:	\$0.00	Total Price \$1,694,000
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.	<p>A bond ordinance was submitted to the City council appropriating \$1,694,000. The City Council of the City of West Haven approved the ordinance appropriating \$1,694,000 for the costs associated with the planning, design and rehabilitation of sewer pipes and manholes related to the Dawson Ave area contract 5 in the West Shore portion of the City and authorizing the issuance of \$1,694,000 bonds of the City to meet said appropriation and pending the issuance thereof the making of temporary borrowings for such purpose for the cost associated with the planning, design, and rehabilitation of sewer pipes and manholes related to the Dawson Avenue Area Contract #5.</p> <p>The city council approved this ordinance on 10/28/2024.</p>			
Department Submission [Name and Title]	Abdul Quadir, City Engineer			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			



Bureau of Engineering

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



City Hall
1896-1968

Dorinda K. Borer
Mayor

Abdul Quadir
City Engineer

November 7, 2024

DEEP.ADMINCWF@ct.gov

Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Re: City of West Haven, Connecticut Part 1 of Clean Water Fund Application Forms
Dawson Avenue Area Contract 5 Sewer and Manhole Rehabilitation Construction
Contract No. 2025-09

Dear DEEP Admin CWF,

The above referred project bids were received on September 9, 2024. Two bidders submitted a Bid Total from a low of \$1,187,050 to a high of \$1,189,224. The City determined the lowest bidder, based on the comparison of the Bid Total.

The City's consultant, CDM Smith, evaluated both bids and recommended to award the bid to the lowest bidder, National Water Main Cleaning Co. of Canton, Massachusetts for a bid price of \$1,187,050. The City has reviewed the bids and CDM Smith recommendation and concur with this recommendation. The City has issued a tentative award letter to the contractor, pending DEEP approval.

The City is submitting all relevant documentation, including loan application material for your review and approval so that the City can proceed with this project.

Should you have any question, please feel free to contact me at 203-937-3577.

Sincerely,

Abdul Quadir
City Engineer

CC: Robin Rittgers, CT DEEP
Stacy Pappano, CT DEEP
Lee Rogers, CT DEEP



Dorinda K. Borer
Mayor

Bureau of Engineering

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



City Hall
1896-1968

October 11, 2024

Dennis Sullivan
Executive Vice President
National Water Main Cleaning Co.
25 Marshall Street
Canton, MA 02021

**Subject: City of West Haven, CT
Dawson Avenue Area Contract 4 Sewer and Manhole Rehabilitation Construction
Contract No. 2024-05
Notice to Proceed**

Dear Mr. Sullivan,

This letter shall serve as your Notice to Proceed for the Dawson Avenue Area Contract 4 Sewer and Manhole Rehabilitation Construction project located in the Dawson Avenue Area of West Haven.

The Contract Time as defined in Article 3 of the Agreement is one hundred sixty (160) calendar days commencing twenty (20) days following the Effective Date of the Agreement. The Effective Agreement Date has been established as October 10, 2024. Therefore, the Contract Time period begins on October 30, 2024 and will end on April 8, 2025.

Sincerely,

Abdul Quadir, PE
City Engineer

CC: Dan Murphy – CDM Smith
Lindsey Donbavand – CDM Smith
Chris Barto – CDM Smith



DEEP USE ONLY:
Date Received:
Project Number:

Part 1: Clean Water Fund Application Form

Please note that this application for funding consists of two parts:

- Part 1 is information to be sent to the **Department of Energy & Environmental Protection** at the address indicated in this form.
- Part 2 is information to be sent to the **Office of the State Treasurer** at the address indicated in this form.

Print or type unless otherwise noted.

Applications deemed incomplete will be rejected

Section 1: Project Contact Information

1. Applicant:			
Name: City of West Haven, Connecticut			
Mailing Address: 355 Main Street			
City/Town: West Haven	State: CT	Zip Code: 06516	
Business Phone: 203-937-3577	ext.	Fax: 203-937-3581	
Email: quadir@westhaven-ct.gov			
2. Authorized Representative (An official of the Community or wastewater system that is authorized to contractually obligate the applicant with respect to the proposed project.):			
Name: Dorinda Borer		Title: Mayor	
Mailing Address: 355 Main Street			
City/Town: West Haven	State: CT	Zip Code: 06516	
Business Phone: 203-937-3510	ext.	Fax: 203-937-3705	
Email: dborer@westhaven-ct.gov			
3. Applicant Staff Contact (Community Representative to be contacted directly for information if different from authorized representative):			
Name: Abdul Quadir		Title: City Engineer	
Mailing Address: 355 Main Street			
City/Town: West Haven	State: CT	Zip Code: 06516	
Business Phone: 203-937-3577	ext.	Fax: 203-937-3581	
Email: quadir@westhaven-ct.gov			
4. Applicant Chief Financial Officer			
Name: David Taylor			
Mailing Address: 355 Main Street			
City/Town: West Haven	State: CT	Zip Code: 06516	
Business Phone: 203-937-3620	ext.	Fax: 203-937-3621	
Email: dtaylor@westhaven-ct.gov			

Section 1: Project Contact Information (continued)

5. Bond Counsel

Firm Name: Pullman & Comley LLC Attorneys

Mailing Address: 850 Main Street, P.O. Box 7006

City/Town: Bridgeport

State: CT

Zip Code: 06601-7006

Business Phone: 203-330-2235

ext.

Fax: 203-330-2089

Contact Person: Michael J. Andreana Title: Member

Email: mandreana@pullcom.com

6. Consulting Engineer

Firm Name: CDM Smith

Mailing Address: 101 East River Drive, Suite 1A

City/Town: East Hartford

State: CT

Zip Code: 06108

Business Phone: 860-808-2277

ext.

Fax: 860-290-7845

Contact Person: Joseph Laliberte Title: Senior Vice President

Email: LaliberteJL@cdmsmith.com

7. Other (Role)

Firm Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Title:

Email:

8. Other (Role)

Firm Name:

Mailing Address:

City/Town:

State:

Zip Code:

Business Phone:

ext.

Fax:

Contact Person:

Title:

Email:

Section 2: Supporting Documents

Please check the attachments submitted as verification that **all** applicable documents have been submitted with this application form. When submitting any supporting documents, please label the documents as indicated in this part (e.g., Section 2(a)(1), etc.) and be sure to include the applicant's name.

The following documents are required for all Projects:

- Section 2(a): Include the following:
- 1. All proposed sub-agreements for technical services, or a copy of the DEEP engineering approval letter for those services.
 - 2. A resolution adopted by the applicant or its Water Pollution Control Authority authorizing a specific person to file the application and execute the agreement. The resolution must be certified and sealed by the Town/City clerk (current required format attached).
 - 3. Incumbency Certificate for the authorized representative holding the title named in the authorizing resolution signed and sealed by the Town/City clerk (current required format attached)
 - 4. A signed Clean Water Fund Memorandum to demonstrate a commitment to comply with all Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) requirements for engineering services. Memoranda are available on the DEEP website
 - 5. A schedule for the completion of the project work

If not already included in Section 2(a) the following *additional* documents are required for Planning Projects

- Section 2(b): 1. A Plan of Study which includes the proposed planning area, an identification of the entity or entities that will be conducting the planning, the nature and scope of the proposed planning project and public participation program, including a schedule for completion of specific tasks, and an itemized description of the estimated engineering report costs

The following *additional* documents are required for Design Projects and Construction Projects

(Section 2(a) must be submitted also):

Submit construction application no sooner than 60 days prior to bid opening

- Section 2(c): Include the following:
- 1. A bonding resolution for the total cost of the project certified and sealed by the Town/City clerk (*required for design and construction projects - only submit one copy, sample format attached*)
 - 2. An engineering report meeting all the requirements set forth in section 22a-482-3(a) of the Regulations of Connecticut State Agencies or a copy of the DEEP engineering report approval letter justifying the project. (*required for design and construction projects - only submit one copy*)
 - 3. Proposed or executed inter-municipal agreements, if necessary, for the construction and operation of the proposed pollution abatement facility for any facility serving or connecting two or more municipalities (*required for design and construction projects - only submit one copy*)
 - 4. For any financial assistance from other funding sources as identified in Section 5, attach a summary of terms and a copy of the agreement(s). (*required for design and construction projects - only submit one copy*)

Section 2: Supporting Documents (continued)

The following *additional* documents are required only for Construction Projects: (Section 2(a) must be submitted also).

- Section 2(d): Include the following:
- 1. As provided by an attorney, a final legal opinion stating that the acquisition of all sites, easements or rights-of-way necessary to assure undisturbed construction and operation and maintenance of the proposed project have been or will be acquired. The cost of any real property eligible for funding assistance must reflect fair market value as determined by standard recognized appraisal methods
 - 2. A copy of the DEEP plans and specifications approval letter
 - 3. A copy of the DEEP approval letter for the user charge system developed in accordance with the requirements set forth in section 22a-482-3(e) of the Regulations of Connecticut State Agencies
 - 4. If bids have been received:
 - a. Two (2) copies of a tabulation of all bids received.
 - b. Two (2) copies of the proposal of the bidder to whom you propose awarding the contract.
 - c. A letter, signed by the authorized representative of the Applicant, indicating the name of the bidder to whom you propose awarding the contract and the amounts involved.
 - d. Resubmittal of updated Sections 3 through 6.
 - e. One (1) copy of the bid advertisement for the project, with affidavit of publication.
 - f. One (1) copy of the most recent Clean Water Fund Memorandum completed and signed by the bidder to whom you propose awarding the contract. If this application is being submitted 14 days or more beyond the bid opening include Subcontractor Verification Forms for each MBE or WBE subcontractor to be employed in the completion of this contract along with a copy of the subcontractor's current, valid MBE/WBE certification.
 - g. One (1) copy of the State of Connecticut Department of Administrative Services Contractor Prequalification Certificate for the bidder to whom you propose awarding the contract.
 - h. One (1) copy of the State of Connecticut Department of Administrative Services Contractor Prequalification Update (Bid) Statement completed and signed by the bidder to whom you propose awarding the contract.

Section 3: Project Information

1. Type of Project (check all that apply): Planning Design Construction
2. Project Description: Task Order 40: Dawson Avenue Area Contract 5 Sewer and Manhole Rehab. Construction
- In 2017, the Dawson Avenue Area Sewer Evaluation Survey (SSES) was completed and included smoke testing, dye water flooding, building inspections, and CCTV inspections. The SSES included a cost-effective analysis on six sewershed areas with the highest infiltration rates for various infiltration reduction scenarios. The Dawson SSES report identified recommendations to reduce infiltration and inflow. The recommendations were organized into priority tiers so that the recommendations can be completed over multiple years in order of priority. Based on the SSES recommendations, Contract 5 incorporates sewer mainline and manhole rehabilitation in medium and low priority areas.

Section 4: Project Costs Summary

	A	B	C	D	E	F
	Total Project Cost	Funding from Other Sources	Local Share	Eligible Project Cost	Grant Amount	Loan Amount
Technical Services: Planning:						
Technical Services: Design:	\$150,000			\$150,000	\$30,000	\$120,000
Technical Services: Construction Admin:	\$240,000			\$240,000	\$48,000	\$192,000
Technical Services: Resident Representative:						
Technical Services: Tech Serv at a later date:						
Subtotal Tech Svcs:	\$390,000			\$390,000	\$78,000	\$312,000
Legal	\$30,000			\$30,000		\$30,000
Other:						
Subtotal Legal & Other	\$30,000			\$30,000		\$30,000
Construction Contract No.:	\$1,187,050			\$1,187,050	\$237,410	\$949,640
Contract No.:						
Contract No.:						
Later Contracts						
Equipment/ Materials						
Subtotal	\$1,607,050			\$1,607,050	\$315,410	\$1,291,640
Contingency	\$80,353			\$80,353	\$16,071	\$64,282
Interest During Construction	\$6,000			\$6,000		\$6,000
Other:						
Other:						
Grand Total	\$1,693,403			\$1,693,403	\$331,481	\$1,361,922

Section 5: Project Funding Summary

Clean Water Fund (check all that apply and provide amount)		Other Funding Sources (check all that apply and provide amount)	
<input checked="" type="checkbox"/> 20% Grant	\$331,481	<input type="checkbox"/> USDA – Rural Development	
<input type="checkbox"/> 25% Small Community Grant		<input type="checkbox"/> Utility Assistance Grant	
<input type="checkbox"/> 30% Nitrogen Grant		<input type="checkbox"/> Other (specify):	
<input type="checkbox"/> 50% CSO Grant		<input type="checkbox"/> Other (specify):	
<input type="checkbox"/> 55% Planning Grant		<input type="checkbox"/> Local Share (where there may be project costs ineligible for any funding, or for balance of funding on a planning project, where no loan exists)	
<input checked="" type="checkbox"/> CWF Loan	\$1,361,922		
Total CWF Assistance		Total Other Assistance	
Total Project Cost: \$1,693,403			

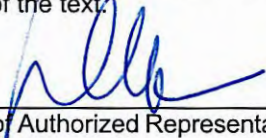
Section 6: Applicant Certification

The authorized representative must sign this section. An application will be considered incomplete unless the required signature(s) are provided.

"I hereby make application to the State of Connecticut for grants and/or loans for the project described herein.

I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.

I certify that this application is on complete and accurate forms as prescribed by the commissioner without alteration of the text.

 Signature of Authorized Representative	11/7/24 Date
Dorinda Borer	Mayor
Name of Authorized Representative (print or type)	Title (if applicable)

Note: **Part 1** is information for the Department of Energy & Environmental Protection. Please submit **Part 1: Clean Water Fund Application Form** and all Supporting Documents to:

DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION
 BUREAU OF FINANCIAL AND SUPPORT SERVICES, 1ST FLOOR
 CWF ADMINISTRATOR
 79 ELM STREET
 HARTFORD, CT 06106-5127
EMAIL PREFERRED: DEEP.AdminCWF@ct.gov

If you have questions related to **Part 1** of the **Clean Water Fund Application Form**,
 please contact: CWF Administrator, email: DEEP.AdminCWF@ct.gov



Office of the Corporation Counsel
City of West Haven, Connecticut



Corporation Counsel
Paul J. Dorsi

Assistant Corporation Counsel
Timothy Prior Gunning

Deputy Corporation Counsel
Michael J. Ajello

April 11, 2024

Mayor Dorinda Borer
City of West Haven
355 Main Street
West Haven, CT 06516

Re: **Legal Opinion of Site Ownership Dawson Area Sewers**

Dear Mayor Borer:

Pursuant to a Clean Water Fund application and agreements with the State of Connecticut through the Commissioner of the Department of Energy & Environmental Protection (DEEP) and pursuant to the Clean Water State Revolving Fund Program that I, as Corporation Counsel for the City of West Haven according to Its Charter, am the legal advisor for the City of West Haven and do by this letter state the following:

The City of West Haven has legal title to or has acquired all land, sites, easements, right-of-way, leases, mortgages or any Interest In real property necessary to assure the undisturbed construction and operation and maintenance of the proposed Dawson Area Sewers Construction.

Any acquisition of real property eligible for funding assistance will reflect fair market value as Identified by recognized appraisal methods.

By signing below I so certify this legal action.

Sincerely,

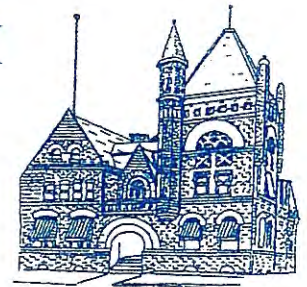
Paul J. Dorsi
Corporation Counsel





OFFICE OF THE CITY CLERK CITY OF WEST HAVEN

355 Main Street
West Haven, Connecticut 06516-0526
P.O. Box 526



City Hall
1896-1968

John Lewis
City Clerk

Sharon Recchia
Assistant City Clerk

Assistant Registrar of
Vital Statistics

Lori Moran
Records Clerk

Ursula Reilly
Clerk

Certificate of Incumbency

On the date of this certificate, the officer listed below was duly chosen, qualified and acting officer of the City of West Haven, Connecticut, holding the office indicated in the official title following such officer's name with the term of service indicated thereafter.

Name	Office	Signature	Expiration Date
Dorinda Borer	Mayor		12/07/2025

I further certify that the seal which has been impressed on said Agreement and upon this certificate is the legally adopted, proper and only official seal of the City of West Haven.

IN WITNESS WHEREOF, I have signed this certificate and impressed on this certificate the Seal of the City of West Haven Connecticut as the 9th day of April, 2024.

By: 

Name: John Lewis

Title: Town and City Clerk City of West Haven



Clean Water Fund Memorandum (2019-002)

Disadvantaged Business Enterprise (DBE) Subcontractor Participation on Clean Water Fund (CWF) Projects for Engineering Services

I. PURPOSE

The municipality, through its prime engineering consultant must make specified good faith efforts to attain the DBE goals as specified in this document in Section III. This is an administrative condition of the U.S. Environmental Protection Agency (EPA) Grant which funds CWF Projects.

This memorandum supersedes the **Clean Water Fund Memorandum (2016-002)**.

II. GOVERNING STATUTE OR REGULATION

General Compliance (Federal), 40 CFR, Part 33: The municipality, through its prime engineering consultant must comply with the requirements of EPA's Program for Utilization of DBEs.

III. EPA REQUIREMENTS

The following clause shall be included in all Engineering Services contracts and contract amendments to be funded under the CWF:

The requirement for DBE subcontractor participation, expressed as a percentage of the total eligible contract amount, shall be a minimum of 8.0 percent with the following makeup:

Minority Business Enterprise (MBE): 3.0 percent
Woman Business Enterprise (WBE): 5.0 percent

This requirement shall apply to all Engineering Services contracts that originate with a value over \$100,000. Within any phase of a project where the total of the original contract price plus all contract amendments is \$100,000 or less, then no DBE participation will be required.

IV. THE SIX GOOD FAITH EFFORTS AS SPECIFICALLY DEFINED BY EPA

The Six Good Faith Efforts are required methods employed by all Connecticut Department of Energy and Environmental Protection (DEEP) CWF recipients to ensure that all DBEs have the opportunity to compete for procurements funded by DEEP financial assistance dollars. The prime consultant is expected to employ the six good

faith efforts throughout the entire project to insure that the DBE percentages are maintained or exceeded in the event that one DBE subcontractor needs to be substituted for another.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) (Federal) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime engineering consultant awards subcontracts, require the prime engineering consultant to take the above steps.

The prime engineering consultant's certification as a DBE has no effect on this requirement. Therefore, if the prime engineering consultant is a DBE, the Six Good Faith Efforts defined above must be employed in the procurement of subcontracts to be secured to achieve the MBE 3.0% and WBE 5.0% participation.

V. CERTIFICATION

A DBE must be certified at the time that the subcontract for their services is executed. A business that is pending new certification, recertification, or whose certification has expired **cannot** be counted toward the goals.

In the case where a subcontractor DBE is certified as both a MBE and a WBE (a woman who is also a member of a minority class):

1. The prime engineering consultant may count the entire value of the subcontract as either a MBE or a WBE.
2. The prime engineering consultant may choose to split the subcontract between the MBE and the WBE categories to fulfill both goals. If the prime engineering consultant chooses this route:
 - a. They must indicate the dollars to be apportioned to the categories either on the face of the copy of the fully executed subcontract submitted to the Connecticut Department of Energy and Environmental Protection (DEEP) or by some other written method.
 - b. The certification submitted to DEEP must indicate that the principal of the subcontractor is both a woman and a minority.
 - c. For a certification that only identifies the subcontractor as a DBE, additional documentation is required as proof of dual status. In the case of Connecticut Department of Transportation (CTDOT), the detailed information page within their online database suffices as proof.

VI. ACCEPTABLE CERTIFICATION OPTIONS

1. **Connecticut Department of Administrative Services (DAS)** - DEEP will continue to accept DAS certification until such time as other State entities are identified whose certification processes meet the EPA criteria. DAS will only certify Connecticut based firms that meet the criteria under Connecticut General Statute (CGS) 4a-60g.
2. **CTDOT** - Companies that desire to do business with CTDOT as well as the DEEP should seek CTDOT certification which will be accepted by the DEEP. DBE firms are advised that the certification process can take 90 days to complete. CTDOT will certify both in state as well as out of state firms.
3. **EPA** - In the event an entity cannot be certified by CTDOT as a DBE, that entity should seek certification with EPA. Such entities must provide EPA with evidence from CTDOT denying certification.
4. **SBA** - certification is available to companies under the Woman Owned Small Business (WOSB) program and the SBA 8(a) Business Development Program (www.sba.gov/8abd/) which has a net worth ceiling of \$250,000 for initial applicants.
5. **Other states certification** - Prime contractors and prime engineering consultants may utilize certification from other states. Such certification must specify the DBE designation. Where there is no DBE certification option within a state, the instance must be presented to the DEEP Financial Administrator assigned to the project for consideration on a per case basis.

VII. DBE COMPLIANCE PROCESS

1. Two executed copies of the DBE subcontracts along with the corresponding DBE certification for each subcontractor shall be submitted to the municipality, who must then submit one copy of these documents to the DEEP Financial Administrator as demonstration of compliance with this memorandum.
2. No payment requests will be processed by DEEP until the executed copies of the subcontracts and the DBE certifications are on file in the DEEP office.
3. Should the prime consultant not meet the goals, documentation of good faith efforts will be required to be submitted to the DEEP Municipal Facilities Wastewater Engineer for consideration that the good faith effort was extensive enough to warrant the acceptance of a lower goal for the specific contract in question.
4. In the event that a DBE subcontractor is substituted for another during the project, two copies of the executed subcontract along with the corresponding DBE certification for the substitute are submitted to the municipality who forwards one copy of each to the DEEP Financial Administrator.
5. If additional consulting costs are approved by DEEP, the prime consultant employs the good faith efforts defined above to meet the goals for the new total eligible contract amount.

VIII. SUBMISSION OF THIS FORM

This form is to be signed by the prime consultant or the prime consultant's authorized representative. The form is then submitted to the municipality's representative for signature. The municipality includes the form as part of the Clean Water Fund Application to DEEP.

I hereby verify that I have read and understand the DBE requirements in this memorandum and will procure subcontracts whose percentages will meet or exceed the minimums listed above.

Contract Name Dawson Avenue Area Contract 5 Sewer and Manhole Rehabilitation Construction

Name of Engineering Firm CDM Smith

Name and Title of Authorized Officer Joe Laliberte, Senior Vice President

Authorized Signature *Joe Laliberte* Date 9-9-2024

Town Official and Title Abdul Quadir, City Engineer

Authorized Signature *Abdul Quadir* Date 11/7/24

IX. DEFINITIONS

CGS: Connecticut General Statutes

CTDOT: Connecticut Department of Transportation

CWF: Clean Water Fund

DAS: Connecticut Department of Administrative Services

DBE: Disadvantaged Business Enterprise

DEEP: Connecticut Department of Energy and Environmental Protection

EPA: Environmental Protection Agency (Federal)

MBE: Minority Business Enterprise

SBA: Small Business Administration (Federal)

WBE: Woman Business Enterprise

WOSB: Woman Owned Small Business (Federal program - SBA)

June 19, 2019
Date

Denise Ruzicka
Denise Ruzicka, Director
Water Planning and Management Division
Bureau of Water and Protection and Land Reuse



Clean Water Fund Memorandum (2019-003)

Disadvantaged Business Enterprise (DBE) Subcontractor Participation on Clean Water Fund (CWF) Projects for Construction Projects

I. PURPOSE

The municipality, through its prime contractor must make specified good faith efforts to attain the DBE goals as specified in this document in Section III. This is an administrative condition of the U.S. Environmental Protection Agency (EPA) Grant which funds CWF projects.

This memorandum supersedes the Clean Water Fund Memorandum (2016-003)

II. GOVERNING STATUTE OR REGULATION

General Compliance (Federal), 40 CFR, Part 33: The municipality, through its prime contractor must comply with the requirements of EPA's Program for Utilization of DBEs.

III. EPA REQUIREMENTS

The following clause shall be included in all construction contract documents and amendments for goods and services to be funded under the CWF:

The requirement for DBE subcontractor participation, expressed as a percentage of the total eligible contract amount, shall be a minimum of 8.0 percent with the following makeup:

Minority Business Enterprise (MBE): 3.0 percent
Woman Business Enterprise (WBE): 5.0 percent

Failure to meet or exceed the required percentage or submit acceptable documentation of the six good faith efforts may render a bid non-responsive and may cause the bid to be rejected.

IV. THE SIX GOOD FAITH EFFORTS AS SPECIFICALLY DEFINED BY EPA

The Six Good Faith Efforts are required methods employed by all Connecticut Department of Energy and Environmental Protection (DEEP) CWF recipients to ensure that all DBEs have the opportunity to compete for procurements funded by DEEP financial assistance dollars. The prime contractor is expected to employ the six good faith efforts throughout the entire project to insure that the DBE percentages are maintained or exceeded in the event that one DBE subcontractor needs to be substituted for another.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) (Federal) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The prime contractor's certification as a DBE has no effect on this requirement. Therefore, if the prime contractor is a DBE, the Six Good Faith Efforts defined above must be employed in the procurement of subcontracts to be secured to achieve the MBE 3.0% and WBE 5.0% participation.

V. CERTIFICATION

A DBE must be certified at the time that the subcontract for their services is executed. A business that is pending new certification, recertification, or whose certification has expired cannot be counted toward the goals.

In the case where a subcontractor DBE is certified as both a MBE and a WBE (a woman who is also a member of a minority class):

1. The prime contractor may count the entire value of the subcontract as either a MBE or a WBE.
2. The prime contractor may choose to split the subcontract between the MBE and the WBE categories to fulfill both goals. If the prime contractor chooses this route:
 - a. They must indicate the dollars to be apportioned to the categories either on the face of the copy of the fully executed subcontract submitted to the Connecticut Department of Energy and Environmental Protection (DEEP) or by some other written method.
 - b. The certification submitted to DEEP must indicate that the principal of the subcontractor is both a woman and a minority.
 - c. For a certification that only identifies the subcontractor as a DBE, additional documentation is required as proof of dual status. In the case of Connecticut Department of Transportation (CTDOT), the detailed information page within their online database suffices as proof.

VI. ACCEPTABLE CERTIFICATION OPTIONS

1. **Connecticut Department of Administrative Services (DAS)** - DEEP will continue to accept DAS certification until such time as other State entities are identified whose certification processes meet the EPA criteria. DAS will only certify Connecticut based firms that meet the criteria under Connecticut General Statute 4a-60g.
2. **CTDOT** - Companies that desire to do business with CTDOT as well as the DEEP should seek CTDOT certification which will be accepted by the DEEP. DBE firms are advised that the certification process can take 90 days to complete. CTDOT will certify both in state as well as out of state firms.

3. **EPA** - In the event an entity cannot be certified by CTDOT as a DBE, that entity should seek certification with EPA. Such entities must provide EPA with evidence from CTDOT denying certification.
4. **SBA** - Certification is available to companies under the Woman Owned Small Business (WOSB) program and the SBA 8(a) Business Development Program (www.sba.gov/8abd/) which has a net worth ceiling of \$250,000 for initial applicants.
5. **Other states certification** - Prime contractors may utilize certification from other states. Such certification must specify the DBE designation. Where there is no DBE certification option within a state, the instance must be presented to the DEEP Financial Administrator assigned to the project for consideration on a per case basis.

VII. DBE COMPLIANCE PROCESS

1. Within fourteen (14) calendar days after bid opening the prime contractor (apparent low bidder) shall complete and submit two copies of the DEEP Subcontractor Verification Form along with the DBE certification for each subcontractor to the municipality. The municipality must then submit one copy of these documents to DEEP as part of the authorization to award request.
2. Once DEEP authorizes the municipality to award the contract, the prime contractor is required to submit two copies of the executed DBE subcontracts to the municipality who submits one copy to the DEEP Financial Administrator.
3. No payment requests will be processed by DEEP until the executed copies of the subcontracts and the DBE certifications are on file in the DEEP office.
4. Should the prime contractor not meet the goals, documentation of good faith efforts will be required to be submitted to the DEEP Municipal Facilities Wastewater Engineer for consideration that the good faith effort was extensive enough to warrant the acceptance of a lower goal for the specific contract in question.
5. In the event that a DBE subcontractor is substituted for another during the project, two copies of the executed subcontract along with the corresponding DBE certification for the substitute are submitted to the municipality who forwards one copy of each to the DEEP Financial Administrator.
6. If additional construction costs are approved by DEEP, the prime contractor employs the good faith efforts defined above to meet the goals for the new total eligible contract amount.

VIII. DAS PREQUALIFICATION CERTIFICATION FOR DBE SUBCONTRACTORS

At time that the prime contractor submits copies of the executed DBE subcontracts to the municipality, two copies of the current DAS Prequalification Certificate for each DBE subcontractor whose subcontract value is equal to or greater than \$500,000 must also be submitted. In turn, the municipality is required to submit one copy of each DBE Prequalification Certification to the DEEP Financial Administrator. Suppliers of material or products who do not do installation or construction work are not subject to the DAS Construction Contractor prequalification requirement.

IX. SUBMISSION OF THIS FORM

This form is to be signed by the contractor or the contractor's authorized representative. The form is then submitted to the municipality's representative for signature. The municipality includes the form as part of the authorization to award request to DEEP.

I hereby verify that I have read and understand the DBE requirements in this memorandum and will procure subcontracts whose percentages will meet or exceed the minimums listed above.

Contract Name Dawson Avenue Area Contract 5 Sewer & Manhole Rehabilitation

Name of Prime Contractor National Water Main Cleaning Co.

Name and Title of Authorized Officer James Fleming, Vice President

Authorized Signature [Signature] Date 9/6/2024

Town Official and Title ABDUL QUADIR CITY ENGINEER

Authorized Signature [Signature] Date 11/7/24

X. DEFINITIONS

CGS: Connecticut General Statutes

CTDOT: Connecticut Department of Transportation

CWF: Clean Water Fund

DAS: Connecticut Department of Administrative Services

DBE: Disadvantaged Business Enterprise

DEEP: Connecticut Department of Energy and Environmental Protection

EPA: Environmental Protection Agency (Federal)

MBE: Minority Business Enterprise

SBA: Small Business Administration (Federal)

WBE: Woman Business Enterprise

WOSB: Woman Owned Small Business (Federal program - SBA)

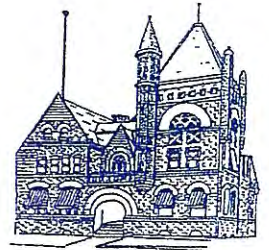
June 19, 2019
Date

[Signature]
Denise Ruzicka, Director
Water Planning and Management Division
Bureau of Water Protection & Land Reuse



OFFICE OF THE CITY COUNCIL

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



City Hall
1896-1968

Dorinda Borer
Mayor

Council Members

Nicholas Pascale
Council At Large
Chairman

Anne Heffernan
First District

Michelle Coletti
Second District

Sarah J. Ackbarali
Third District

Gary Donovan
Fourth District

Mackie McMillian
Fifth District

Dawn Callahan
Sixth District

Katherine Tucker
Seventh District

Christopher Vargo, Jr.
Eighth District

Katie Mueller
Ninth District

Steven J. Johnstone
Tenth District

Brian Laucks
Councilman-at-Large

Meli Garthwait
Councilwoman-at-Large

Stacy Riccio
Clerk of the Council

October 29, 2024

Abdul Quadir
City of West Haven Engineer
355 Main Street
West Haven, CT 06516

Re: The Ordinance appropriating \$1, 694,000 (Dawson Ave area Contract 5)

Dear Mr. Quadir,

The City Council approved the following motion at a regular meeting held on October 28, 2024.

Resolved: The City Council of the City of West Haven hereby approves an ordinance appropriating \$1,694,000 for the costs associated with the planning, design and rehabilitation of sewer pipes and manholes related to the Dawson Ave area contract 5 in the West Shore portion of the City and authorizing the issuance of \$1,694,000 bonds of the City to meet said appropriation and pending the issuance thereof the making of temporary borrowings for such purpose

I, Stacy Riccio, the Clerk of the Council of the City of West Haven, do hereby certify this to be a true copy of the resolution duly adopted at the City Council Meeting on October 28, 2024, and that it has not been rescinded amended or altered in any way, **and that it remains in full force and in effect.**


Stacy Riccio
Clerk of the Council

11-1-2024
Date



AN ORDINANCE APPROPRIATING \$1,694,000.00 FOR THE COSTS ASSOCIATED WITH THE PLANNING, DESIGN AND REHABILITATION OF SEWER PIPES AND MANHOLES RELATED TO THE DAWSON AVENUE AREA CONTRACT 5 IN THE WEST SHORE PORTION OF THE CITY AND AUTHORIZING THE ISSUANCE OF \$1,694,000.00 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARYBORROWINGSFORSUCHPURPOSE

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

Section 1. The sum of \$1,694,000.00 is hereby appropriated for costs associated with the planning, design and rehabilitation of sewer pipe and manholes related to the Dawson Avenue Area Contract 5 in the West Shore portion of the City, 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 project, 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 (the "Connecticut Statutes"), as amended (the "Project"). Said appropriation shall be inclusive of any and all Federal and State grants-in-aid thereof

Section 2. To meet said appropriation, \$1,694,000.00 bonds or other obligations of the City plus an additional amount for all necessary and appropriate financing costs not in excess of three percent of the cost of the Project, 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 Project determined after considering the estimated amount of any State and Federal grants in aid for the Project, 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 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 Project 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 scaled 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. Debt Limit Compliance: a clause should be included that explicitly states the city's commitment to stay within legal debt limits. Ex.: "The issuance of bonds and other obligations shall not exceed the debt limit as calculated in accordance with state law at the time of issuance".

Section 7. The city is authorized to make temporary borrowings in anticipation of the receipt of the proceeds of any sales of said Bonds or any anticipated amounts of State and Federal grants in aid for the Project. 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 accumulated net interest on the basis of the lowest 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 Project. 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. For the Project, \$1,694,000.00 of interim funding obligations and project loan obligations or any other obligations of the City evidencing an obligation to repay any Portion of the costs of the Project determined by the State of Connecticut Department of Energy and Environmental Protection, Public Health or other department as applicable to be eligible for funding under Section 22a-475 et seq. of the Connecticut General Statutes, as the same may be amended from time to time (the "Clean Water Fund Program") plus an additional amount for all necessary and appropriate financing costs not in excess of three percent of the cost of the Project, or so much thereof as may be necessary for said purpose (the "Clean Water Fund Obligations"), may be issued, maturing not later than the twentieth year after their date, or such later date as may be allowed by law. The Clean Water Fund Obligations may be issued in one or more series as shall be determined by the Bond Committee, and the amount of Clean Water Fund Obligations of each series to be issued shall be fixed by a majority of the Bond Committee. The Clean Water Fund Obligations shall be issued in an amount up to the City's share of the cost of the Project determined after considering the estimated amount of any State and Federal grants in aid for the Project, or the actual amount thereof if such amount is ascertainable, and the anticipated times of receipt thereof. The issuance of the Clean Water Fund Obligations 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. The Clean Water Fund Obligations shall 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. The Clean Water Fund Obligations may 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 Clean Water Fund Obligations. The Clean Water Fund Obligations 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 Clean Water Fund Obligations, installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such Clean Water Fund Obligations, including the rate or rates of interest, any repayment agreements or memoranda of understanding, shall be determined by a majority of the Bond Committee, in accordance with the requirements of the Connecticut Statutes; and

(b) any combination of Obligations and Clean Water Fund Obligations for the Project as set forth in the preceding sections may be issued, provided that the total, aggregate principal amount thereof issued, and including the amount of any grant funding obtained, shall not exceed \$1,694,000.00 plus an amount needed for necessary and appropriate financing costs related to the Project.

Section 9. Resolution of Official Intent to Reimburse Expenditures: 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 Project 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 10. The Director of Finance is hereby authorized to exercise all powers conferred by section 3-20c 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 11. The Mayor, the Director of Finance and any other duly authorized City, Board of Education or WPCA official is authorized to seek grants and other contributions for the costs of the Project. Any such grants or contribution received prior to the issuance of any Obligations or Clean Water Fund Obligations authorized herein shall be applied to the costs of the Project 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 or Clean Water Fund Obligations that can be issued pursuant to this Ordinance. If such grants and contributions are received after the issuance of any Bonds or Clean Water Fund Obligations, they shall be applied to pay either non-financed portions of the Project or debt service on the Bonds or Clean Water Fund Obligations provided such application does not adversely affect the tax-exempt status of the Bonds or Clean Water Fund Obligations.

Section 12. This Ordinance shall be effective immediately upon the Mayor's signature.

ENACTED BY THE CITY COUNCIL ON: October 15th, 2024

APPROVED BY THE MAYOR: [Signature] DATE: 10/16/2024

AGREEMENT

CWF NO. 761-DC

PROJECT LOAN AND PROJECT GRANT AGREEMENT
BETWEEN THE STATE OF CONNECTICUT AND
THE CITY OF WEST HAVEN

UNDER THE CLEAN WATER FUND PROGRAM

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AGREEMENT CWF NO. 761-DC

PROJECT LOAN AND PROJECT GRANT AGREEMENT
BETWEEN THE STATE OF CONNECTICUT AND
THE CITY OF WEST HAVEN

UNDER THE CLEAN WATER FUND PROGRAM

THIS AGREEMENT made and concluded at Hartford, Connecticut, this ____ day of _____, 20**, by and between the State of Connecticut (the “State”), acting herein by the Commissioner of the Department of Energy and Environmental Protection (“DEEP”), duly authorized under the provisions of Connecticut General Statutes, Section 22a-6(a)(2) and the City of West Haven, Connecticut, a municipal corporation (hereinafter referred to as the “Municipality”).

WITNESSETH, THAT

WHEREAS, Sections 22a-475 to 483, inclusive, of the Connecticut General Statutes, as amended (the “State Act”), provide that the State may make loans and/or grants to municipalities to finance the planning, design, development, construction, repair, extension, improvement, remodeling, alteration, rehabilitation, reconstruction or acquisition of Pollution Abatement Facilities (as defined below);

WHEREAS, the Municipality has applied for a Project Loan and a Project Grant (as such terms are defined herein) from the State to finance the design and planning phase and/or the development, construction, repair, extension, improvement, remodeling, alteration, rehabilitation, reconstruction or acquisition of a Pollution Abatement Facility.

NOW THEREFORE, KNOW YE THAT:

WHEREAS, the Municipality is now initiating its Project (as described herein in Section 2.1). The Municipality and the State mutually agree:

Section 1. Definitions

For the purposes of this Agreement, the following words and terms shall have the respective meanings set forth as follows:

“Account” means a banking account established by the Municipality in accordance with policies and procedures of the State for the receipt of ACH payments from the State. From time to time and at the request of the State, the Municipality will provide financial records of the transactions made within the Account(s) including bank statements.

“Advance” means each disbursement of Project Loan and Project Grant proceeds as set forth in Section 4.4 hereof, the form of request for which is shown in **Exhibit VII**.

“Agreement” means this Project Loan and Project Grant Agreement between the State and the Municipality.

“Audit” means an accounting and certification of all Eligible Project Costs incurred in accordance with the approved plans and specifications pursuant to Sections 7.12, 7.15 and 8.4 of this Agreement.

“Automated Clearing House” or “ACH” means the mechanism by which the State makes payments to the Municipality on any grants or loans, established pursuant to policy and procedures of the Office of the State Comptroller and administered through the Office of the Treasurer of the State of Connecticut. The Municipality is hereby responsible to ensure the maintenance of an Account to receive payment and to ensure the correct banking information is provided to the State on a timely basis.

“Bonds” means any obligation issued by the State, the proceeds of which are used to fund the Project Grant and/or Project Loan from the State to the Municipality.

“Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

“Clean Water Fund” means the fund established under Connecticut General Statutes Section 22a-477.

“Code” means the Internal Revenue Code of 1986, as amended.

“Combined Sewer Project” means any Project undertaken to mitigate pollution due to combined sewer and drain systems.

“Commissioner” means the Commissioner of the Department of Energy and Environmental Protection of the State of Connecticut.

“Confidential Information” means any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the State classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

“Conservation and Development Plan” or “C & D Plan” means the Conservation and Development Policies Plan for Connecticut, published by the Office of Policy and Management pursuant to Connecticut General Statutes Section 16a-26 through 16a-30. Expenditures of state-administered funds in excess of \$200,000 are required by Connecticut General Statutes Section 16a-31 to be consistent with the C&D Plan. For purposes of this Agreement, consistency with the C&D Plan refers only to the facilities plan and sewer service area as defined in Section 1, while state-administered funds refer only to the Clean Water Fund monies administered by DEEP under this Agreement.

“Continuing Disclosure Agreement” means a Municipal Continuing Disclosure Agreement from the Municipality entered into in connection with the issuance of the Bonds relating to the Municipality’s obligation under the Rule, if required by the State pursuant to Section 7.17 hereof, substantially in the form attached hereto as **Exhibit V**.

“Contractor” means persons or entities that the Municipality enters into contracts with to perform services on the Project funded, in whole or at least in part, under this Agreement.

“DAS” means the State of Connecticut Department of Administrative Services.

“DEEP” means the State of Connecticut Department of Energy and Environmental Protection.

“Eligible Loan Amount” means Eligible Project Costs minus the Project Grant.

“Eligible Project Costs” means the Total Project Costs determined by the Commissioner to be necessary and reasonable, minus Funds from Other Sources and the Local Share. The Eligible Project Costs may include the costs of all labor, materials, machinery and equipment, lands, property rights and easements, interest on Interim Funding Obligations, Project Loan Obligations and bond anticipation notes, including the costs of issuance thereof approved by the Commissioner, the costs of engineering reports/studies, plans and

specifications, surveys or estimates of costs and revenues, engineering and legal services, auditing and administrative expenses, and all other expenses approved by the Commissioner, which are incident to all or part of the eligible Total Project Costs.

“Engineering Agreement” means the agreement dated July 16, 2024, between the Municipality and CDM Smith for professional services performed in connection with this Agreement. These agreements are on file at DEEP.

“EPA” means the United States Environmental Protection Agency.

“Event of Default” means an event of default specified in Section 9.1 of this Agreement.

“Facilities Plan” means an engineering document by which the Project has been justified including, but not limited to, a sewer service area map. The specific facilities plan titled “Dawson Avenue Area SSES Report” and dated December 28, 2017 was approved by DEEP on March 19, 2018. The facilities plan is on file at DEEP.

“Federal Act” means the Federal Water Quality Act of 1987.

“Funds from Other Sources” means amounts contributed by the Municipality from any source whatsoever other than the Clean Water Fund or the Local Share for the purpose of paying the Municipality’s share of Total Project Costs.

“Grant Eligible Costs” means the portion of Total Project Costs that the EPA uses in making a grant pursuant to Part 35 of the Federal Water Pollution Control Act, as amended.

“Interim Funding Obligation” means a note issued by the Municipality in anticipation of a Project Loan Obligation in substantially the form as **Exhibit I** to this Agreement.

“Iron and Steel Products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials, as defined by the Consolidated and Further Continuing Appropriations Act, 2015.

“Local Share” means expenditures by the Municipality for the purchase of goods, materials and services utilized in planning, designing and constructing the Project, and specifically excludes any municipal repayments made pursuant to a Project Loan or a Project Loan Obligation.

“Maturity Date” for the Project Loan Obligation, means August 31, 2046, a date which is not less than twenty (20) years from the Scheduled Completion Date contained in this Agreement.

“MBE/WBE Requirements” means the program requirement to utilize minority business enterprises and women business enterprises for costs of the Project that are eligible for funding from the Clean Water Fund. For this Project, the MBE and WBE portions shall be 3.0% and 5.0% respectively.

“Municipality” means the City of West Haven, Connecticut, a municipal organization having authority to levy and collect taxes or make charges for its authorized functions as defined in Section 22a-475 of the Connecticut General Statutes and having the authority to contract as defined in Section 7-148(c) of the Connecticut General Statutes.

“New Municipality” means any municipality or municipalities in the State, which the Municipality and the State deem necessary and/or desirable to join with the Municipality in sharing the cost of funding the Project and the obligations with respect to the Project entered into by the Municipality, including this Agreement and any amendments thereto.

“Pollution Abatement Facility” means any equipment, plant, treatment works, structure, machinery, apparatus or land, or any combination thereof, which is acquired, used, constructed or operated for the storage,

collection, reduction, recycling, reclamation, disposal, separation or treatment of water or wastes, or for the final disposal of residues resulting from the treatment of water or wastes, and includes, but is not limited to: pumping and ventilating stations, facilities, plants and works; outfall sewers, interceptor sewers and collector sewers; and other real or personal property and appurtenances incident to their use or operation.

“Program Income” means any investment income accrued on any Advance of the Project Loan and Project Grant during the period it is deposited in the Municipality’s Account.

“Project” means the planning, design, development, construction, repair, extension, improvement, remodeling, alteration, rehabilitation, reconstruction or acquisition of a Pollution Abatement Facility by the Municipality as described in Section 2.1 of this Agreement.

“Project Budget” means the breakdown of the components of the Total Project Costs attached hereto as **Exhibit VI**.

“Project Grant” means the grant in the amount set forth in Section 2.2 of this Agreement from the Clean Water Fund of the State to the Municipality pursuant to Section 3.1 of this Agreement to finance a portion of the Eligible Project Costs.

“Project Loan” means the loan in the amount set forth in Section 2.2 of this Agreement from the Clean Water Fund of the State to the Municipality pursuant to Section 4.1 of this Agreement to finance a portion of the Eligible Project Costs.

“Project Loan Obligation” means a note or other obligation delivered by the Municipality to the State, to evidence the Municipality’s obligation to repay the permanent financing of the Project Loan, on or before the Maturity Date, in substantially the form as **Exhibit II** to this Agreement and authenticated and delivered pursuant to the Municipality’s authorizing resolution.

“Records” means all working papers and such other information and materials as may have been accumulated by the Municipality or the Municipalities Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

“Rule” means Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

“Scheduled Completion Date” means August 31, 2026, or such earlier date should the Project be completed sooner than the Scheduled Completion Date or such later date as the Commissioner may otherwise determine; provided, however, in no event shall the Scheduled Completion Date be later than the date of completion of the Project.

“Sewer Service Area” shall mean those physical areas of the Municipality for which sewer service exists or is planned for within the design capacity of the wastewater treatment plant and is depicted in the sewer service area map included in the Municipality’s Facilities Plan.

“State Act” shall mean Sections 22a-475 to 483, inclusive, of the Connecticut General Statutes, as amended.

“Super Cross-Cutters” means requirements of other federal laws and Executive Orders that apply in federal financial assistance programs expressly related to socioeconomic Federal Civil Rights Laws 42 U.S.C. Sec. 2000d (Title VI of the Civil Rights Act of 1964), 33 U.S.C. Sec. 1251 (Section 13 of the Federal Water Pollution Control Act Amendments of 1972), 29 U.S.C. Sec. 794 (Section 504 of the Rehabilitation Act of 1973), 42 U.S.C. Sec. 6102 (The Age Discrimination Act of 1975) and Executive Order No. 11246 (1965) [Equal Employment Opportunity].

“Total Project Costs” means the total costs paid or incurred by the Municipality for the Project, including but not limited to, Eligible Project Costs.

“Water Pollution Control Order” means the enforcement rights of the State provided pursuant to Water Pollution Control Order No. 313CV1883JCH, if any.

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Section 2. The Project

Section 2.1 Project Description

The Project shall consist of the Dawson Avenue construction contract #5 for sewer pipe and manhole rehabilitation to reduce I&I, in accordance with the State Bond Commission approval dated June 7, 2024 and December 15, 2023, and all modifications or amendments which are approved by the Commissioner. The Project will be owned and operated by the Municipality.

Section 2.2 Eligible Project Costs

The maximum allowable amount of the estimated Total Project Costs and Eligible Project Costs and sources of payment for such costs are set forth below:

Total Project Costs:	\$ 1,693,403.00
Funds from Other Sources:	\$ 0.00
Local Share:	\$ 0.00
Eligible Project Costs:	\$ 1,693,403.00
Amount of Principal Forgiveness (Equity)	\$ 0.00
Amount of Project (State) Grant:	\$ 331,480.60
Amount of Federal Grant: (Base)	\$ 0.00
Amount of Federal Grant: (BIL)	\$ 0.00
Amount of Project Loan:	\$ 1,361,922.40

The Amount of Project Grant is calculated per Section 3.1.

A list of the Total Project Costs is set forth in the Project Budget to which the Municipality must adhere in aggregate, attached hereto as **Exhibit VI**, and incorporated herein by reference. Before delivery of the Project Loan Obligation, the Municipality shall provide a completed Closing Statement, as required in Section 6.1(b); the form of which is set out as **Exhibit VIII** to this Agreement.

Section 2.3 Project Signage

Prior to the start of any work funded by this Agreement, project signage shall be in place in accordance with DEEP's project signage guidelines. A Certificate of Compliance – Project Sign attached hereto as **Exhibit XII** must be completed and sent to the DEEP Municipal Wastewater Project Engineer prior to the first payment being made to the Municipality pursuant to this Agreement.

(The remainder of this page has intentionally been left blank.)

Section 3. The Grant

Section 3.1 The Project Grant

Subject to the terms and conditions of this Agreement, the State agrees to grant to the Municipality an amount not to exceed the Project Grant amount as set forth in Section 2.2 of this Agreement. The grant amount shall be determined in accordance with Connecticut General Statutes Section 22a-478(c) and DEEP regulations by identifying grant eligible costs, categorizing grant eligible costs by grant category (e.g., denitrification, infiltration/inflow, etc.) and applying the percentage of grant applicable to each grant category.

Pursuant to Section 10.10, the State's obligation to make the Project Grant shall terminate unless the conditions precedent to funding the Project Grant set forth in Section 6.1 of this Agreement and in **Exhibit IX** are satisfied.

Section 3.2 Increase in Project Grant

Subject to the terms and conditions of this Agreement and the approval of the State Bond Commission, the State may increase the amount of the Project Grant to the Municipality upon written evidence from the Municipality to the State that the actual amount of Grant Eligible Costs exceeds the estimated Project Grant figure set forth in Section 2.2 of this Agreement. The revised amount of the Project Grant shall be calculated in the same manner as provided in Sections 2.2 and 3.1 hereof.

Upon the approval of the State to increase the amount of the Project Grant pursuant to this Section 3.2, the Commissioner and the Municipality shall, in writing, amend Section 2.2 of this Agreement to reflect such increase in the Project Grant.

Section 3.3 Required Repayment of the Grant

If any Audit required pursuant to Sections 7.12, 7.15 and 8.4 hereof reveals that the actual Grant Eligible Costs are less than that amount set forth in Section 2.2, the Municipality shall, as soon as practicable, but not more than ninety (90) days after the State notifies the Municipality in writing of the results of the Audit, repay the difference between the Project Grant received and the Project Grant it would have received if the audited Grant Eligible Cost figure had been used to calculate the Project Grant, or provided that such amount is an Eligible Project Cost, finance such difference by including it as part of the Project Loan to the extent permitted by Section 4 hereof.

Section 3.4 Disbursement of Project Grant

Prior to any disbursements, the Municipality must establish an Account which is the sole instrument by which the Municipality will receive its Project Grant from the State. The Project Grant shall be disbursed subject to the review and approval by the State as an Advance and wired by the State to the Account in accordance with the process and procedures described in Section 4.4.

Section 4. The Loan

Section 4.1 The Loan Commitment

(a) Subject to the terms and conditions of this Agreement, the State agrees to lend to the Municipality, and the Municipality agrees to borrow from the State, an amount not to exceed the amount of the Project Loan as set forth in Section 2.2 hereof. The Project Loan shall bear interest at the rate of 2% per annum as more fully described in Section 4.3 hereof. Interest on any Interim Funding Obligation shall be computed on the basis of a year of 360 days and the actual number of days elapsed. Interest on any Project Loan Obligation shall be computed on the basis of a year of 360 days and twelve 30-day months.

(b) The amount of the Project Loan shall equal the Eligible Project Costs minus the Project Grant. The amount of the Project Loan may be increased by an amount equal to any reduction in the Project Grant required by Section 3.3 hereof, provided that such amount is for an Eligible Project Cost.

Section 4.2 Increase in Loan Commitment

(a) Subject to the terms and conditions of this Agreement and the approval of the State Bond Commission and to the extent permitted by state and federal law, the State may increase the amount of the Project Loan to the Municipality upon written evidence from the Municipality to the State that (i) the actual amount of Eligible Project Costs exceeds the estimated Eligible Project Costs set forth in Section 2.2 of this Agreement or (ii) provided that such amount is an Eligible Project Cost, may finance the difference between the Project Grant received and the Project Grant it would have received as set forth in Section 2.2 hereof. The revised amount of the Project Loan and the Project Grant shall be calculated in the same manner as provided in Sections 2.2 and 4.1 hereof.

(b) Upon the approval of the State to increase the amount of the Project Loan pursuant to this Section 4.2, the Commissioner and the Municipality shall, in writing, amend Section 2.2 of this Agreement to reflect such increase in the Project Loan.

Section 4.3 The Interim Funding Obligations and Project Loan

(a) The Municipality shall execute and deliver one or more Project Loan Obligations to evidence its obligation to repay the Project Loan. In anticipation of the issuance of any Project Loan Obligation, however, the Municipality may execute and deliver one or more Interim Funding Obligations, under which the Municipality may draw up to the amount of the Project Loan as set forth in Section 2.2 of this Agreement. Such draws shall be made in accordance with Section 4.4 of this Agreement. So long as the Municipality shall have Bond Anticipation Notes (“Notes”) outstanding to finance the Project, the aggregate principal amount advanced pursuant to one or more Interim Funding Obligations shall not exceed the lesser of (1) the Project Loan Amount or (2) the amount equal to the Total Project Costs less Notes Outstanding, less Project Grants paid to the Municipality.

Any increase in the amount of the Project Loan as provided in Sections 4.1 and 4.2(a) of this Agreement shall be evidenced by the execution and delivery by the Municipality of an additional Interim Funding Obligation or Project Loan Obligation evidencing such increase. Each Interim Funding Obligation shall mature no later than six (6) months following the Scheduled Completion Date, shall bear interest at the rate of two percent (2.00%) per annum on the unpaid principal balance of each Project Loan Advance from the date of each such Project Loan Advance, shall be payable as to principal and interest on maturity, shall be dated and shall contain such terms and conditions as are required by law. Any existing Interim Funding Obligation may be refinanced when due by the execution and delivery of a new Interim Funding Obligation in an amount sufficient to refund the principal due on the Interim Funding Obligation to be refinanced and to provide that the unpaid interest on all prior Project Loan Advances shall continue to accrue from the date of each such prior Project Loan Advance, unless otherwise required by the State. Each Interim Funding Obligation or Project Loan Obligation shall be a general obligation of the Municipality for which the full faith and credit of the Municipality are pledged for the repayment of the Project Loan, or, to the extent not prohibited by law, shall be secured by a dedicated source for repayment of the Project Loan satisfactory to the State and not inconsistent with the Federal Act or the State Act.

(b) Any accrued interest shall be paid by the Municipality from other funds of the Municipality, unless upon request of the Municipality and approval of the State this interest will be advanced as part of the Project Loan Obligation, as long as no additional amount so advanced shall cause the Project Loan described in Section 2 to be exceeded.

(c) Within six (6) months after the Scheduled Completion Date, the Municipality shall execute and deliver a Project Loan Obligation, which shall be dated no later than the date of such execution and delivery.

The amount of the Project Loan Obligation shall not be less than the total of all Project Loan Advances made through the date of the Project Loan Obligation and if approved by the State, accrued interest thereon, minus any amounts repaid to the State. The Project Loan Obligation shall bear interest at the rate of two percent (2.00%) per annum on the unpaid principal balance and shall be payable as to principal and interest as provided in Section 4.5(a) hereof. The execution and delivery of the Project Loan Obligation will constitute a refunding of all existing Interim Funding Obligations and accrued interest thereon, if approved by the State, and the Project Loan Obligation shall be issued in an amount, which does not exceed the amount of the Project Loan as set forth in Sections 2.2 and 4.1 hereof.

Subsequent to the execution and delivery of the Project Loan Obligation, the Municipality may execute and deliver additional Interim Funding Obligations under which it may draw any undisbursed Project Loan amounts in accordance with Sections 4.4 and 7.15 of this Agreement. Any such Interim Funding Obligation may be refunded, and any increase in the Project Loan may be funded, by the execution and delivery of a subsequent Project Loan Obligation. Formal written amendment of this Agreement in accordance with Section 10.9 of this Agreement is required for extensions of terms and conditions.

(d) Any Interim Funding Obligation may be refunded by the execution and delivery of a subsequent Interim Funding Obligation issued if the State approves the inclusion of the design costs funded under this Agreement in a new Project Loan and Grant Agreement for construction costs related to the Project defined in Section 2.2.

Section 4.4 Disbursement of Project Loan and Project Grant Proceeds

Prior to any disbursements, the Municipality must establish an Account which is the sole instrument by which the Municipality will receive its Project Grant and Project Loan proceeds from the State. The Municipality agrees to submit to DEEP signed copies of the engineering agreement and MBE/WBE contracts prior to the first payment being made to the Municipality pursuant to this Agreement.

Proceeds of the Project Loan and Project Grant shall be disbursed, subject to the review and approval by the State, as an Advance and wired by the State to the Account upon the written request thereof from the Municipality to the State accompanied by evidence that such amounts have been incurred by or on behalf of the Municipality for the payment of Total Project Costs. Each such request from the Municipality shall indicate (a) the total amount of the costs incurred for the Project which have not been included in any prior Advance request, (b) the total amount of such costs which are Eligible Project Costs, (c) the total amount of such costs which are Grant Eligible Costs, (d) the amount of the Project Grant Advance (the applicable percentage of which will be as provided in Connecticut General Statutes Section 22a-478 (c) and is detailed in Sections 2.2 and 3.1), and (e) the amount of the Project Loan Advance (the amount in (b) minus the amount of the Project Grant Advance in (f) invoices shall not be submitted more frequently than monthly. Provided the Municipality submits its monthly invoice request with evidence of such amounts on or before noon of the second (2nd) business day of the month, the State agrees that it shall wire payment of the Project Grant Advance and the Project Loan Advance to the Account by the thirteenth (13th) business day of such month. In the event the State does not receive a Municipality's monthly disbursement request by the time and in the manner set forth in this paragraph, the State cannot guarantee a payment will be made by the State to the account by the thirteenth (13th) business day.

Each time a deposit is made to the Account, the Municipality will receive a deposit notice from the Office of the State Comptroller evidencing the amount of the deposit. As soon as feasible following the disbursement of each Advance, the State shall send to the Municipality a spreadsheet evidencing as of the date of each Advance, the date and amount of each Project Grant Advance and Project Loan Advance, the date and amount of principal repaid by the Municipality on all Project Loan Advances, the principal balance remaining unpaid by the Municipality on all Project Loan Advances, and the interest accrued on all Project Loan Advances. Such spreadsheet shall constitute the endorsement to Schedule 1 of the Interim Funding Obligation.

Section 4.5 Required Repayment of Obligations

(a) Except as otherwise provided herein and in the State Act with respect to the Interim Funding Obligation and unless otherwise required by law, the Municipality shall repay each Project Loan Obligation (i) in monthly installments commencing not later than one month after the execution of the Project Loan Obligation, or (ii) in one single installment representing 1/20 of total principal, not later than one year from the Scheduled Completion Date and monthly installments thereafter; provided, however, the last installment of principal on any Project Loan Obligation shall be payable not later than the Maturity Date. Interest on each Project Loan Obligation shall be paid in arrears on each principal repayment date. Monthly installments of principal may be substantially equal or may be in amounts which substantially equalize the aggregate amount of principal and interest due on each monthly installment due date, except that on the first repayment date all accrued interest shall be paid.

(b) If any Audit required pursuant to Sections 7.12, 7.15 and 8.4 hereof reveals that the actual Eligible Project Costs are less than the amount set forth in Section 2.2, the Municipality shall, as soon as practicable, but not more than ninety (90) days after the State notifies the Municipality in writing of the results of the Audit, repay the difference between the Project Loan received and the Project Loan it would have received had the audited Eligible Project Cost figure been used to calculate the Project Loan. Any such repayment shall be applied first to reduce the outstanding amount of any Interim Funding Obligations and second to repay any Project Loan Obligation in the manner described in Section 4.6 hereof.

Section 4.6 Optional Prepayment of Principal

(a) The Municipality may, on or after ten (10) years from the date of any Project Loan Obligation, without penalty, prepay any Project Loan Obligation in whole or in part in any amount, together with accrued interest to the date of such prepayment on the amount prepaid. Prepayments shall be applied to the principal of the Project Loan Obligation in the inverse order of maturity of the installments of principal due thereon or in such other order as may be acceptable to the Municipality and the State. Prepayments shall be in whole multiples of \$5,000 only, provided that if the principal amount of any installment outstanding is less than \$5,000, payment shall be made in such amount. The Municipality must send written notification of the prepayment at least thirty (30) days before any such prepayment.

(b) If the Municipality plans to fund the loan prepayment with the proceeds of its bonds, the Municipality should consult with the State and with the Municipality's own bond counsel in regard to any tax considerations.

Section 4.7 Method of Payments

All payments of principal and interest on any Interim Funding Obligation or any Project Loan Obligation shall be made by the Municipality or the Municipality's paying agent by check, draft, or by wire transfer, with this Agreement number noted thereon and made payable to the Treasurer, State of Connecticut at: State of Connecticut, Office of the Treasurer, 165 Capitol Avenue, Suite 2003, Hartford, CT 06106, Attn: Clean Water Fund Financial Administrator, or to such other place as the State shall designate in writing to the Municipality.

Section 4.8 New Municipality

Whenever the Municipality and State deem it necessary and/or desirable to do so, they may, by mutual consent, permit a New Municipality in the State to join with the Municipality in the funding of the Project (i) by amending the appropriate sections of this Agreement, (ii) by the execution and delivery of a new Project Loan and Project Grant Agreement, or (iii) by amending this Agreement and by executing and delivering a new Project Loan and Project Grant Agreement (the "New Agreement"). In such case, whenever a Project

Loan Obligation of the Municipality is due to be delivered under the New Agreement, a Project Loan Obligation of the New Municipality may be delivered to the State in lieu thereof in an amount equal to its pro-rata portion of the Project Loan. In addition, whenever a New Municipality is added, a Project Loan Obligation of the New Municipality may be substituted for an existing Project Loan Obligation of the Municipality in an amount equal to its pro-rata portion of the Project Loan and in such event, the existing principal amount outstanding of the Project Loan Obligation shall be correspondingly reduced in the amount equal to the amount of the Project Loan Obligation issued by such New Municipality. At no time shall the substitution of a Project Loan occur if such substitution would cause the aggregate dollar amount of the Project Loan Obligation delivered with respect to the Project to be less than the Project Loan. Once a Project Loan Obligation of the New Municipality is delivered, such New Municipality shall not be obligated to pay the principal and interest for which the Municipality or any other New Municipality is liable.

Section 5. Representations and Warranties

The Municipality hereby makes the following representations and warranties to the State which representations and warranties will survive the delivery of the Interim Funding Obligation and the Project Loan Obligation and the making of the Project Loan and the making of the Project Grant:

Section 5.1 Existence and Power

The Municipality is, and, except as provided in Section 7.5 hereof, will continue to be, a body corporate and politic, validly existing under the laws of the State, with the power and authority to execute and deliver this Agreement and to execute and deliver the Interim Funding Obligation, if applicable, and the Project Loan Obligation and to perform its obligations hereunder and thereunder.

Section 5.2 Authority

The execution and delivery by the Municipality of this Agreement, the Interim Funding Obligation, if applicable, and the Project Loan Obligation have been duly authorized by the Municipality in conformity with all applicable laws, including any charter requirements and that no proceedings or authority for the execution and delivery of this Agreement, the Interim Funding Obligation, if applicable, and the Project Loan Obligation have been repealed, rescinded or revoked.

Section 5.3 No Litigation Pending

No litigation of any nature is now pending or, to the best of the Municipality's knowledge, threatened which would restrain or enjoin the execution or delivery of this Agreement, the Interim Funding Obligation, if applicable or the Project Loan Obligation, or in any manner questioning the Municipality's ability to undertake the Project or its authority to execute and deliver this Agreement, the Interim Funding Obligation, if applicable or the Project Loan Obligation, or affecting the validity hereof and thereof.

Section 5.4 Expenditure of Project Grant and Project Loan by Municipality

The Municipality reasonably expects to complete the Project on or prior to the Scheduled Completion Date and agrees that all monies received by the Municipality from the Project Grant will be expended to pay the costs of the Project as described in Section 2 hereof.

Section 5.5 Validity

This Agreement, the Interim Funding Obligation, if applicable, and the Project Loan Obligation, upon the execution and delivery hereof and thereof and the disbursement of an Advance of the Project Loan, will be legal, valid, and binding obligations of the Municipality enforceable against it in accordance with their respective terms and the Interim Funding Obligation, if applicable, and the Project Loan Obligation shall constitute a general obligation of the Municipality secured by the full faith and credit of the Municipality to pay the principal thereof and the interest thereon.

Section 5.6 Events of Default

No Event of Default specified in Section 9.1 hereof, and no event, which with the lapse of time or the giving of notice or both would become an Event of Default, has occurred and is continuing.

Section 6. Conditions Precedent

The obligation of the State to make the Project Loan and the Project Grant is subject to the following conditions precedent.

Section 6.1 Written Documentation

(a) Prior to making the Project Loan and the Project Grant, the Municipality shall deliver to the State the following:

(1) Written assurance satisfactory to the Commissioner that the Municipality will undertake and complete the Project with due diligence;

(2) All applications and other documents and information required by the Commissioner, including but not limited to (a) plans and specifications prepared for the Project approved by the Commissioner, and (b) Facilities Plans and Sewer Service Area Map of the Project, and (c) written evidence that the Project is consistent with the Conservation and Development Plan;

(3) Written evidence that the Municipality has established an Account, as required by Section 3.4 and Section 4.4, in substantially the form as shown in **Exhibit XI** hereof;

(4) Written evidence that the Municipality has available to it or has made arrangements satisfactory to the Commissioner to obtain the necessary Local Share and Funds from Other Sources to pay that portion of Total Project Costs for which it is legally obligated which are not met by the Project Loan and Project Grant pursuant to Section 2.2;

(5) Written assurance that the Municipality will comply with the Audit requirements of Sections 7.12, 7.15 and 8.4 of this Agreement;

(6) Written assurance from the Municipality that it has obtained the insurance required by Section 7.10 of this Agreement, and that the Municipality will review the Contractor's written proof of insurance to ensure that it meets all the requirements of Section 7.10 of this Agreement;

(7) Written evidence satisfactory to the Commissioner, that the Municipality will issue a general obligation note for which the full faith and credit of the Municipality are pledged for the repayment of the Project Loan in substantially the form as shown as **Exhibit I** to this Agreement in respect to the Interim Funding Obligation and the form as shown as **Exhibit II** to this Agreement with respect to the Project Loan Obligation.

(8) Evidence satisfactory to the State that the Municipality has addressed the conditions identified in **Exhibit IX** attached hereto and made a part hereof; and

(9) All properly executed forms and applications prescribed by the Commissioner pursuant to law. The execution and delivery of this Agreement by the Municipality to the State shall constitute the written assurances required by clauses (1), (3), (4), (5) and (6) above.

(b) Before delivery of the Project Loan Obligation, the Municipality shall provide a completed Closing Statement, the form of which is attached hereto as **Exhibit VIII**.

Section 6.2 Evidence of Municipal Action

Prior to the execution of this Agreement, the Municipality shall deliver to the State evidence of all municipal action taken by the Municipality to authorize the execution and delivery of this Agreement, the

Interim Funding Obligation and Project Loan Obligation and the performance of its obligations hereunder and thereunder, certified by an authorized official of the Municipality, as further described in **Exhibit IV** attached hereto, and such other papers and documents as the Commissioner may reasonably request.

Section 6.3 Opinion of Bond Counsel

Prior to the disbursement of any Project Loan Advance pursuant to each Interim Funding Obligation and prior to the delivery of any Project Loan Obligation, the Municipality shall deliver to the State a written opinion from a recognized bond counsel satisfactory to the State substantially in the form of **Exhibit III** hereto, to the effect that (a) the making and performance by the Municipality of this Agreement and, as applicable, the Interim Funding Obligation or the Project Loan Obligation has been duly authorized by all necessary municipal action, (b) this Agreement constitutes a legal, valid and binding obligation of the Municipality enforceable against it in accordance with its terms, and (c) as applicable, the Interim Funding Obligation and the Project Loan Obligation when executed and delivered and upon disbursement of an Advance of the Project Loan will constitute a legal, valid and binding general obligation of the Municipality enforceable against it in accordance with its respective terms, for which the full faith and credit of the Municipality are pledged for the payment of the principal thereof and the interest thereon.

Section 6.4 Signature and No Litigation Certificate

Prior to the delivery of this Agreement, each Interim Funding Obligation and Project Loan Obligation, the State shall have received from the Municipality a Signature and No Litigation Certificate satisfactory to the State.

Section 6.5 No Event of Default

Prior to the delivery of this Agreement, each of the Interim Funding Obligation and Project Loan Obligation and the payment of any Advance, no Event of Default and no event which with the lapse of time or the giving of notice or both would become such an Event of Default, shall have occurred and be continuing.

Section 6.6 Representations and Warranties

The representations and warranties of the Municipality contained in Section 5 hereof were true and correct on the date of this Agreement and shall remain true and correct on the date of the Project Loan and the Project Grant.

Section 6.7 Compliance with Federal and State Requirements

The Municipality shall at all times comply with all applicable federal and State laws and regulations pertaining to the Project including, without limitation, compliance related to Super Cross-Cutters. Additionally, the Municipality shall at all times comply with the following Federal Cross-cutters statutes:

- Fish and Wildlife Coordination Act
- Magnuson-Stevens Fisheries Conservation and Management Act
- Migratory Bird Treaty Act
- Protection and Enhancement of Cultural Environment Act

The Municipality agrees to comply with the regulations adopted pursuant to Section 22a-482 of the State Act and the requirements of Section 7.12(a) and 7.15 of this Agreement, except as may be waived by the Commissioner.

Section 6.8 Procedures for Compliance with Davis-Bacon Act

The Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) requires that all construction contracts awarded by the Municipality of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 Code of

Federal Regulations [CFR] part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than once a week. The Municipality shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The Municipality must conduct laborer interviews, at the frequency and manner prescribed in 29 CFR Part 5. The Municipality shall report all suspected or reported violations to the EPA.

Section 6.9 Compliance with Federal Regulations Concerning Grants and Agreements including Use of American Iron and Steel “AIS” Requirement

Pursuant to the regulations contained in 2 CFR 180, Subpart C, the Municipality acknowledges that this Agreement is a “covered transaction” within the meaning of 2 CFR 180.200, and that it must comply with 2 CFR Part 180, Subpart C, including certain responsibilities regarding doing business with debarred persons as more fully described in 2 CFR Part 1532.

Pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, none of the funds from the Project Loan or the Project Grant shall be used to pay Eligible Project Costs or the costs for the construction, alteration, maintenance, or repair of treatment works unless all of the Iron and Steel Products used in the Project are produced in the United States (the “Use of American Iron and Steel requirement”). All projects must adhere to this requirement unless otherwise determined to be exempt or receive a waiver.

Any request by the Municipality to receive a waiver from the Use of American Iron and Steel requirement must be submitted in writing to DEEP. In order to obtain a waiver, EPA must make a finding as to the issuance of the waiver to the AIS requirements.

Section 6.10 Compliance with Federal Regulations Regarding Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

The following provision is required by 2 CFR § 200.216 and applies to all obligations and expenditures of EPA financial assistance funding on or after August 13, 2020:

(a) All recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by the companies and corporations listed on <https://sam.gov/SAM/> (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

(i) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by the companies and corporations listed on <https://sam.gov/SAM/>

(or any subsidiary or affiliate of such entities);

(ii) telecommunications or video surveillance services provided by such entities or using such equipment; and

(iii) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) consistent with 2 CFR § 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR § 200.216 to:

(i) procure or obtain, extend or renew a contract to procure or obtain;

(ii) enter into a contract (or extend or renew a contract) to procure; or

(iii) obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in Public Law 115-232, section 889, are recorded in the System for Award Management exclusion list.

Section 6.11 Requirement of a Fiscal Sustainability Plan

Pursuant to the Federal Water Pollution Control Act, all recipients of a loan for a project that involves the repair, replacement, or expansion of a publicly owned treatment works must develop and implement a fiscal sustainability plan (FSP) or certify that it has developed and implemented such a plan. The FSP shall include at a minimum (a) an inventory of critical assets that are a part of the treatment works; (b) an evaluation of the condition and performance of inventories assets or asset groupings; (c) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; (d) a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities. The FSP must be submitted to the DEEP no later than the Scheduled Completion Date.

Section 6.12 Reporting Requirements

(a) Under the Federal Funding Accountability and Transparency Act (FFATA), Public Law 109-282, as amended, and FFY2010 Appropriation, Public Law 111-85, as amended, all sub-recipients are required to report detailed information on the Project and activities utilizing CWSRF monies. This includes, but is not limited to, information regarding the Municipality, the Project, and contractors as a result of completion of projects or activities utilizing CWSRF monies. The Municipality shall submit all required reporting information to DEEP in the format and frequency prescribed by DEEP.

(b) Upon commencement of Project construction activities and continuing until the project is complete, the Municipality shall report MBE/WBE utilization to comply with EPA requirements.

Section 6.13 Compliance with Federal Requirements Related to Build America Buy America

The Bipartisan Infrastructure Law (BIL) expanded domestic sourcing requirements with the inclusion of the Build America, Buy America Act (BABA). Any Municipality that is a recipient of Federal grant funds must comply with all applicable federal requirements (including those imposed by the Infrastructure Investment and Jobs Act (IIJA), Public Law No. 117-58) including, but not limited to:

(1) that all of the iron and steel manufactured products and construction materials used in the Project are produced in the United States (the “Build America, Buy America Requirements”) unless (i) a waiver was obtained pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii)

the Municipality has been otherwise advised that the Build America, Buy America Requirements are not applicable to the Project; and

(2) compliance with all record keeping and reporting requirements under all applicable legal authorities including reports required by the EPA and the State including, but not limited to, information on costs and Project progress.

The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and State entities, and (ii) any failure by the Municipality to comply with the applicable federal requirements and this Agreement may result in termination of the State's obligation to make the Project Loan and Project Grant pursuant to Section 10.10 of this Agreement.”

Section 6.14 Compliance with Federal Grant Funding Requirements

As a sub-recipient of federal grant funding the Municipality must comply with the EPA's General Terms and Conditions effective October 1, 2023, attached hereto **Exhibit XIII**.

Section 7. Agreements of the Municipality

Section 7.1 Construction

The Municipality shall undertake and complete the Project in accordance with the final plans and specifications developed and approved by the Commissioner, no later than the Scheduled Completion Date, unless otherwise extended by the Commissioner.

The Municipality agrees to permit sewer connections only from facilities within the approved Sewer Service Area as may be amended, which has been determined to be consistent with the C&D Plan. The Municipality agrees to submit any revisions to the sewer service area to DEEP for approval. If DEEP determines that any proposed revision is inconsistent with the C&D Plan, the Municipality may apply for an interim change to the C&D Plan in accordance with Connecticut General Statutes Section 16a-32. Any such application shall include a copy of DEEP's written determination, and shall be submitted to OPM for processing in accordance with the Regulations of Connecticut State Agencies Section 16a-32-1-6.

Section 7.2 Municipality to Pay Excess Cost of Project

The Municipality agrees to pay that part of the Total Project Costs which exceeds all funding it may receive.

Section 7.3 Audit and Inspection of Plants, Places of Business and Records

During the construction of the Project, the Municipality during reasonable hours, shall allow the State, DEEP and any of their officers, agents or employees to inspect its records and come onto its property from time to time for the purpose of monitoring progress and for providing required reports and information under applicable federal and state laws.

Section 7.4 Maintenance of Project Records

The Municipality shall establish and maintain a separate account for the receipt and disbursement of all Eligible Project Costs for the Project. These records shall be maintained for the period of time described in Section 7.12(b) of this Agreement.

Section 7.5 Maintenance of Existence

Until payment in full of the Interim Funding Obligation and Project Loan Obligation, the Municipality shall, to the extent permitted by law, maintain its existence as a body corporate and politic, validly existing

under the laws of the State; provided, however, that the Municipality may merge with or into another municipality so long as the surviving entity is a body corporate and politic validly existing under the laws of the State and such surviving municipality assumes all of the Municipality's obligations under this Agreement and, as applicable, the Interim Funding Obligation and Project Loan Obligation.

Section 7.6 Use of Proceeds

The Municipality shall use the proceeds of the Project Loan and the Project Grant solely to pay, or reimburse itself for paying, Eligible Project Costs. The Municipality shall promptly disburse the proceeds of such Project Loan and Project Grant after it receives notice that such proceeds have been deposited in the Municipality's Account. The amount of any Program Income accumulated in the Account by the Municipality shall be treated as Clean Water Fund money which the Municipality shall pay to the State upon demand and which may be used by the State at its own discretion to fund any Clean Water Fund project.

Section 7.7 Tax Compliance

The Municipality agrees and covenants that it shall take no action and permit no action to be taken that would adversely affect, and shall not fail to take any action necessary to be taken in order to maintain, (1) the exclusion from gross income for federal income tax purposes of interest payable on the Bonds, or (2) the qualification of interest payable on the Bonds as not an item of tax preference under the Code for purposes of the alternative minimum tax imposed on individuals and corporations (hereinafter, collectively "Tax Exemption for the Bonds"). The Municipality shall complete the tax questionnaire furnished to it by the State and submit such questionnaire to DEEP prior to or concurrently with the execution of this Agreement. In addition, the Municipality agrees and covenants that it shall at all times do and perform all acts and things reasonably requested by the State in order to maintain the Tax Exemption for the Bonds. The Municipality further agrees and covenants that:

(a) Any contract or agreement that the Municipality enters into with a non-governmental person to manage, operate, maintain or provide other services with respect to the Project or any portion of the Project, will comply with the guidelines set forth in Internal Revenue Service Revenue Procedure 2017-13 (or any successor thereto) or otherwise will not result in private business use of the Project or any portion thereof within the meaning of Section 141(b) of the Code, and

(b) Not less than thirty (30) days prior to entering into any such contract or agreement, it will obtain an opinion, acceptable, in the sole discretion of the State addressed to the State and to the State's bond counsel, of counsel for the Municipality experienced in municipal finance matters to the effect that such contract or agreement complies with the guidelines set forth in Internal Revenue Service Revenue Procedure 2017-13 (or any successor thereto) or otherwise does not result in the private business use of the Project or any portion thereof within the meaning of Section 141(b) of the Code.

(c) Notwithstanding the foregoing, the Municipality may not enter into any arrangement with any non-governmental person as described in (a) unless (1) the Municipality submits the arrangement to the State for its approval not less than thirty (30) days before the arrangement is entered into, and (2) the State determines in its sole discretion that such arrangement will not adversely affect the Tax Exemption for the Bonds.

Section 7.8 Reserved

Section 7.9 Executive Orders of the Governor

(a) All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to this Agreement at any time during its term, or that may be made applicable to this Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At this Municipality's request, the State shall provide a copy of these

Enactments to the Municipality. Unless otherwise provided by Enactments, the Municipality is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.

(b) This Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.

(c) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017, concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

Section 7.10 Insurance

(a) The Municipality shall require all Contractors who work on the Project to carry commercial general liability insurance, professional liability insurance, auto liability insurance, workers' compensation, and employers' liability insurance, in amounts that meet or exceed the minimum insurance guidelines as set forth in **Exhibit X**, attached hereto and incorporated herein by reference. All such insurance required under this Agreement shall be in full force and effect during the planning, design or construction period of the Project, as applicable.

(b) The Municipality shall maintain, or cause the Contractor to maintain, Builders Risk insurance providing coverage for the entire work at the project site, and shall cover portions of work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. Coverage shall be written on a replacement cost, Completed Value basis in an amount equal to the projected completed value of the project as well as subsequent modifications. The Municipality shall require that such Builder's Risk insurance maintained by the Municipality or the Contractor shall name the State as loss payee.

(c) The Municipality shall require each Contractor who works on the Project to provide, prior to the commencement of work, a certificate of insurance as evidence to the Municipality that such Contractor is carrying the insurance required under this Agreement.

(d) The Municipality shall maintain sufficient levels of insurance to protect the Municipality and the State's interests in such Project until the Municipality's legal obligations under this Agreement have been satisfied.

Section 7.11 Indemnification

The Municipality agrees to indemnify and hold the State, its officials, agents and employees harmless from and against any and all Claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by any insurance coverage which may be required herein.

Section 7.12 Audits

(a) The Municipality agrees that it will have its financial records audited at the close of the Municipality's fiscal year and provide that audit to the Commissioner, all in accordance with Connecticut General Statutes Sections 7-394b, 7-395 through 7-397 and Sections 4-230 through 4-236 and any applicable regulations, which are or may be promulgated.

(b) The Municipality further agrees that the Auditors of Public Accounts of the State shall have access to all records and accounts of the Municipality concerning the Project and that it shall maintain project accounts in accordance with generally accepted accounting principles. To provide such access, the Municipality agrees that it shall preserve all of its records and accounts concerning the Project until all Interim Funding Obligations and Project Loan Obligations are paid in full.

(c) Compliance with the audit requirements of Chapter 55b of the Connecticut General Statutes as amended and the accompanying regulations shall be deemed in full compliance with the audit requirements of this Section 7.12.

(d) As a "non-state entity", within the meaning of Connecticut General Statute § 4-230, the Municipality shall provide for an annual financial audit acceptable to DEEP for any expenditure of state-awarded funds made by the Municipality. Such audit shall include any management letter and audit recommendations.

(e) Any Municipality that expends \$1,000,000 or more in federal funds in any fiscal year of such Municipality must (1) comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156, which requires such Municipality to have a single audit or a program-specific audit conducted in accordance with 2 CFR 200 Part 200, Subpart E within the earlier of 30 calendar days after receipt by the Municipality of the auditor's report or 9 months after the end of the Municipality's audit period; (2) upload the single audit or program-specific audit to the General Services Administration (GSA) Federal Audit Clearinghouse (FAC) website at <https://www.fac.gov>; (3) notify the State when such audit has been conducted; and (4) provide the State a copy of such audit within 30 days of completion; and (5) inform the State of any findings and recommendations contained in the audit pertaining to the federal funding received pursuant to this Agreement. Any Municipality that expends \$300,000 or more in State financial assistance in any fiscal year of such Municipality must comply with the Connecticut General Statutes Sections 7-394a, 7-396 through 7-397, inclusive, and the Single Audit Act, Connecticut General Statutes Sections 4-230 through 236, inclusive, and regulations promulgated thereunder.

(f) The Municipality shall provide to the Commissioner access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Agreement that are in the possession or control of the Municipality upon demand and shall provide the data to the Commissioner in a format prescribed by the Commissioner and the State Auditors of Public Accounts at no additional cost.

Section 7.13 Waiver of Governmental Immunity

The Municipality hereby waives governmental immunity as a defense against the State and shall not use the defense of such governmental immunity against the State in the adjustment of Claims or in the defense of any suit arising out of this Agreement.

Section 7.14 Expenses

The Municipality will pay all reasonable expenses of the State arising out of the enforcement of this Agreement (including without limitation reasonable counsel fees).

Section 7.15 Completion of Project; Audit

(a) Upon completion of the Project or the Scheduled Completion Date, whichever is sooner, the Municipality will provide to the State written documentation certifying the accuracy of the Project Costs. Documentation shall describe Eligible Project Costs by category which have been paid and Eligible Project Costs by category which have not yet been paid, along with an estimate of the amounts and the anticipated date of payment. Such costs shall include any known or anticipated Claims, even if the amount cannot be reasonably ascertained, and a description of each Claim, the possible amount of each Claim, possible payment dates, and the anticipated means of resolving each Claim. The statement shall also identify any expenditures made by the Municipality that are not in compliance with the terms of this Agreement.

(b) After reviewing the documentation, the State will notify the Municipality within thirty (30) days, unless otherwise notified, after the submission of the documentation if a final project audit will be required in accordance with this Section. If no Audit by the State will be required, the State shall inform the Municipality of the amount of the projected Project Loan Obligation and any accrued interest on any outstanding Interim Funding Obligations to date.

(c) If an audit will be required by the State pursuant to subsection (b) of this Section, prior to the issuance of a Project Loan Obligation, the Municipality shall engage an independent auditor as defined in Section 7-391 of the Connecticut General Statutes, as amended, to prepare and deliver to the State an audit and statement of the Project. The audit shall be submitted to the State no later than sixty (60) days after notification by the State pursuant to Section 7.15(b) and shall be undertaken at the expense of the Municipality, but may be considered an Eligible Project Cost, and shall meet the requirements of Section 7-394a and 7-396 through 7-397, inclusive, of the Connecticut General Statutes, as amended. The audit of the Project shall be performed in accordance with generally accepted auditing standards and shall describe Eligible Project Costs and ineligible Project Costs by category which have been paid and have not yet been paid including an estimate of the unpaid amounts and the anticipated date of payment. Such costs shall also include any known or anticipated Claims, even if the amount cannot be reasonably ascertained, and a description of each claim, the possible amounts of each claim, possible payment dates, and the anticipated means of resolving each claim. Within ninety (90) days after such submission, unless otherwise notified, the State shall review the Audit and inform the Municipality of the amount of the projected Project Loan Obligation and any accrued interest on any outstanding Interim Funding Obligation.

(d) The amount of any Project Loan Obligation may also include (i) accrued interest on the Interim Funding Obligation if approved by the State pursuant to Section 4.3(b) and (ii) any Eligible Project Costs (x) which can be reasonably estimated, (y) which are scheduled for disbursement within one year from the Scheduled Completion Date and (z) which have not been advanced to pay costs of the Project, and will not cause the amount of the Project Loan to be exceeded. The estimated cost may be advanced to the Municipality, upon such conditions as the State shall impose, and held by the Municipality and applied as provided in Sections 4.4 and 7.6 hereof, except that the Municipality shall disburse proceeds from the Account only and promptly after it has completed a request (similar to a request for an Advance as provided in Section 4.4) and received approval of such request from the State.

(e) Any Eligible Project Costs, which are not funded by the Project Loan Obligation or Advances under a Project Grant, may be funded by a subsequent Interim Funding Obligation, Project Loan Obligation or Project Grant, provided that no such Interim Funding Obligation, Project Loan Obligation or Project Grant shall cause the aggregate amount of Project Loan or Grant Advances to exceed the Project Loan and Project Grant as described in Section 2. The Commissioner shall establish a new Scheduled Completion Date for the portion of the Project related to such Total Project Costs subject to subsection (g) below.

(f) Any Eligible Project Costs, which would cause the amount of the Project Loan or the Project Grant to be exceeded, may be funded through the execution of a new Project Loan and Project Grant Agreement

and the delivery of a new Interim Funding Obligation or a new Project Loan Obligation, as the case may be, after approval by the State as provided in Sections 3.2 and 4.2, if required. The Commissioner shall establish a new Scheduled Completion Date for the portion of the Project related to such Total Project Costs subject to subsection (g) below.

(g) The State may require that any subsequent Interim Funding Obligation be permanently funded by the issuance of a new Project Loan Obligation issued no later than six months after the new Scheduled Completion Date. In any case, repayment of principal and interest on any such Project Loan Obligation shall commence within one month from the date of issue of the Project Loan Obligation. In any case where any subsequent Project Loan Obligation has been issued pursuant to Subsections (e) and (f) of this Section 7.15, the Municipality agrees to cause to be prepared and delivered to the State a supplemental written document certifying Project Costs in the same manner as provided in Subsection (a) above or Audit in the same manner as provided in Subsection (b) above on or before the issuance of such subsequent Project Loan Obligations. Notwithstanding any section of this Agreement to the contrary, the term of any Project Loan Obligation issued in accordance with Subsection (d) of Section 7.15 hereof shall not exceed the Maturity Date or 20 years from the Scheduled Completion Date contained in the first Project Loan and Project Grant Agreement.

Section 7.16 Maintenance of Project

The Municipality shall operate and maintain the Project properly after completion of construction, shall connect only those facilities to the sewage system that are located within the approved service area, shall own such Project and shall comply with all existing statutes, rules, and regulations applicable to the operation of the Project for the life of the Project. The covenant contained in this Section 7.16 shall survive the making of the Project Loan and the Project Grant until payment in full of all Interim Funding Obligations and all Project Loan Obligations.

Section 7.17 Continuing Disclosure; Official Statement

The Municipality acknowledges that from time to time it will be contacted by representatives of the State with requests for information and certifications in connection with the State's issuance of bonds for clean water and drinking water purposes. The Municipality agrees that it will provide all requested information completely, accurately and in a timely manner.

The obligation of the Municipality pursuant to this Section 7.17 shall include the execution of a Continuing Disclosure Agreement in the form attached hereto as **Exhibit V** and/or other certifications related hereto, in each case when requested by the State based on applicable requirements and materiality standards under the Rule. Municipalities with loans or with the potential for loans which exceed 10% of the outstanding principal amount of the State's bonds issued under the State's clean water and drinking water programs further agree to provide or cause to be provided to the State and/or directly to information repositories such annual financial information, operating data regarding the Project, audited financial statements and any other financial information as may be required by the State, in its sole judgment, to comply with the Rule in connection with issuance of Bonds. Further, the Municipality agrees to provide to the State such information with respect to the Municipality as may be requested by the State for inclusion in an appendix to the State's official statement or other offering documents relating to the offering and sale of Bonds.

The Municipality further agrees that throughout the term of this Agreement, it will promptly notify the State Treasurer's office of any event which could have a material adverse impact on its Project or the ability of the Municipality to repay its Project Loan, including, but not limited to, the filing of any litigation relating to the Project or the source of repayment of the Project Loan.

Section 7.18 MBE/WBE Requirements

The Municipality agrees to use good faith efforts to utilize minority business enterprises and women business enterprises for costs of the Project that are eligible for funding from the Clean Water Fund in

accordance with the percentages listed in the definition of MBE/WBE Requirements in this Agreement. The MBE/WBE Requirement may be fulfilled by either contracting with MBE/WBE certified firms or by good faith efforts to utilize such enterprises (as approved by DEEP) or a combination of both. The Municipality agrees to submit to DEEP signed MBE/WBE contracts prior to the first payment being made to the Municipality pursuant to this Agreement and upon request from DEEP provide additional information on such contracts as may be required in order for DEEP to comply with EPA reporting requirements.

Section 7.19 Confidential Information

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

Section 8. Agreements of the State

Section 8.1 Loan and Grant

The State agrees to make loans and grants to the Municipality as described in Section 2 of this Agreement.

Section 8.2 Term of Agreement

The State agrees that the Agreement shall terminate when the State has notified the Municipality that full and final payment of all Interim Funding Obligations and all Project Loan Obligations have been made and all agreements have been met unless this Agreement is terminated pursuant to Section 10.10 of this Agreement.

Section 8.3 Notification of Approval

The State has no obligation to make any payments under the terms of this Agreement until said Municipality is notified by the Department of Energy and Environmental Protection that said Agreement has been approved by the Attorney General of the State and the Municipality has requested payment for services performed on the Project.

Section 8.4 Audit and Project Grant and Project Loan

Upon receipt of the information provided for in Section 7.15, the State will notify the Municipality in writing of the following:

(a) The amount of Grant Eligible Costs and Eligible Project Costs expended, the amount of estimated Grant Eligible Costs and Eligible Project Costs, to be incurred upon payment of all estimated Total Project Costs including any adjustments to the amount of Grant Eligible Costs and Eligible Project Costs, if applicable, the amount of the Project Grant disbursed to the Municipality, and the amount by which the Project Grant and Project Loan disbursed exceeds or is less than the applicable Project Loan amounts and statutory percentage with respect to the Project Grant and as specified in Section 2.2 hereof.

(b) If the documentation or Audit in accordance with Section 7.15 demonstrates that the Municipality received disbursements of the Project Grant or Project Loan in excess of what it was entitled to receive pursuant to this Agreement, the Municipality shall repay the State such excess amounts pursuant to Section 3.3 or Section 4.5 hereof.

(c) If the Project Grant or Project Loan received is less than the amount the Municipality was entitled to receive pursuant to this Agreement, the State shall promptly process a request for an Advance of the unpaid portion of the Project Grant or Project Loan but not in excess of the Project Grant or Project Loan. If such Audit and statement demonstrate that the Project Grant or Project Loan is less than the Project Loan amount or the estimated Grant Eligible Costs or the amount of Eligible Project Costs as specified in Section 2.2 to be incurred upon payment of all estimated Total Project Costs minus the amount of estimated Project Grant, the State shall as soon as practicable increase the Project Grant or Project Loan, as applicable, pursuant to Section 3.2 or Section 4.2 hereof.

Section 9. Defaults

Section 9.1 Events of Default

An Event of Default shall be deemed to exist under this Agreement and the Interim Funding Obligation or Project Loan Obligation upon the occurrence of any of the following events or conditions:

(a) Default in the payment of the principal of the Interim Funding Obligation or Project Loan Obligation when the same shall be due and payable; or

(b) Default in the payment of the interest on the Interim Funding Obligation or Project Loan Obligation when the same shall be due and payable; or

(c) Failure by the Municipality to observe or perform any covenants contained in Section 7.5 of this Agreement; or

(d) Failure by the Municipality to observe or perform any other covenant contained in this Agreement and the continuance thereof for a period of thirty (30) days unless the Municipality notifies the State in writing within such thirty (30) day period that for some reason beyond its control it is unable to observe or perform such covenant, in which case no Event of Default shall occur if the Municipality is proceeding in good faith and with due diligence to correct such failure, or complete the Audit, as the case may be, but shall occur at the time the Municipality fails to so proceed; or

(e) Any representation or warranty made by the Municipality herein, or any statement, certificate or other data furnished by the Municipality or any of its agents in connection with the Project proves to be incorrect in any material respect as of the making or furnishing thereof and the Municipality fails to correct such failure within thirty (30) days after written notice to the Municipality by the State; or

(f) The Municipality shall (1) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (2) be unable, or admit in writing its inability to pay

its debts as they mature; (3) file or permit the filing of any petition, arrangement, reorganization, or the like under any insolvency or bankruptcy law, or the adjudication as a bankrupt, or the making of an assignment for the benefit of creditors or the consenting to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver of all or any part of its properties; or (4) any action shall be taken by the Municipality for the purposes of effecting any of the foregoing; or

(g) Except as provided in Section 7.5, the Municipality shall commence any proceeding to dissolve or be dissolved or cease to legally exist.

(h) Notwithstanding anything contained in this Section to the contrary, with the prior approval of the Commissioner in the form of a certificate that extends the date a new Interim Funding Obligation or Project Loan Obligation must be delivered, a failure by the Municipality to deliver a new Interim Funding Obligation or Project Loan Obligation by the date specified in this Agreement shall not constitute an Event of Default hereunder.

Section 9.2 Remedies

(a) If an Event of Default shall occur and be continuing, then the State may declare, by notice to the Municipality, that the principal of and interest accrued on any outstanding Interim Funding Obligation and Project Loan Obligation are immediately due and payable in full automatically without further notice or demand of any kind.

(b) If the Municipality fails to comply with the covenants contained in Section 7 and an Event of Default shall occur and be continuing, the State may declare by notice to the Municipality that the Project Grant is to be refunded by the Municipality to the State, whereupon the amount of the Project Grant shall become due and payable automatically without further notice or demand of any kind.

(c) In addition to the remedies provided in subsections (a) and (b) of this Section 9.2, the State shall be entitled to seek injunctive relief upon the occurrence and continuance of a breach by the Municipality of any agreement contained in Section 7 of this Agreement. If an Event of Default has occurred and is continuing, the parties recognize that such breach may result in irreparable injury to the State which does not have an adequate remedy at law, and the State therefore may be entitled to injunctive relief.

Section 10. Miscellaneous

Section 10.1 Waivers

(a) The Municipality hereby waives diligence, presentment, demand, protest, and notice of dishonor.

(b) The State shall not be deemed to have waived any of its rights under this Agreement or any Interim Funding Obligation or Project Loan Obligation unless such waiver is in writing and signed by the Commissioner on behalf of the State. No delay or omission on the part of the State in exercising any right under this Agreement or any Interim Funding Obligation or Project Loan Obligation shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any future default. All rights and remedies of the State under this Agreement or any Interim Funding Obligation or Project Loan Obligation shall be cumulative and may be exercised singularly or concurrently.

(c) Nothing in this Agreement shall prevent or restrict the enforcement rights of the State provided pursuant to the Water Pollution Control Order.

Section 10.2 Notices

(a) Any notice from one party to the other party, in order for such notice to be binding thereon, shall be in writing addressed to:

(i) when the State is to receive such notice:

(1) Katherine S. Dykes
Commissioner
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106

and,

(2) The Honorable Erick Russell
Office of the Treasurer
165 Capitol Avenue, Suite 2003
Hartford, CT 06106
Attn: SRF Financial Administrator

(ii) when the Municipality is to receive such notice:

Dorinda Borer
Mayor
355 Main Street
West Haven, CT 06516

(b) Be delivered in person, by overnight delivery or be mailed United States Postal Service “Certified Mail” to the address recited herein as being the address of the party to receive such notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term “notice” as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this “notice” specification is contained.

Any party hereto may designate alternate persons (by name, title and affiliation) to which such notice(s) is (are) to be addressed; and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided notice of such designation is given as provided herein.

Section 10.3 Sovereign Immunity

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

Section 10.4 Forum and Choice of Law

The parties hereto deem this Agreement to have been made in the City of Hartford, State of Connecticut. The parties hereto further agree that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here

constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Section 10.5 Interpretation

This Agreement shall be construed as a whole according to its fair meaning. Unless the context indicates otherwise, the term “or” shall be deemed to include the term “and” and the singular or plural number shall be deemed to include the other. Section headings used in this Agreement are intended solely for convenience of reference and shall not be used in the interpretation of this Agreement. As used in this Agreement, the masculine, feminine or neuter gender shall be deemed to include the others whenever the context so indicates or requires.

Section 10.6 Severability

If any provision of this Agreement is declared invalid by a final judgment of a court with competent jurisdiction, the remaining provisions of this Agreement shall continue to bind the parties.

Section 10.7 Survival of Representations, Warranties and Covenants

Except as otherwise provided herein, all representations, warranties, covenants and agreements contained in this Agreement and the Interim Funding Obligations and Project Loan Obligations or made in writing in connection with this Agreement shall survive the execution and delivery of this Agreement and the Interim Funding Obligations and Project Loan Obligations and shall continue in full force and effect until all amounts payable on account of the Interim Funding Obligations and Project Loan Obligations and this Agreement shall have been paid in full and this Agreement shall have terminated.

Section 10.8 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the Municipality, the State and their respective successors or assigns. Except as provided in this Agreement, the rights and obligations of the Municipality shall not be assigned without the prior written consent of the State. Except as provided in this Agreement, the rights and obligations of the State shall not be assigned without the prior written consent of the Municipality; provided, however, such rights and obligations of the State, including the loan made pursuant to this Agreement, and such right to receive any payments under this Agreement, any Interim Funding Obligation and any Project Loan Obligation may be assigned by the State without the written consent of such Municipality for the purpose of pledging such amounts or the right to receive such amounts to the bondholders of revenue bonds (including the Bonds) to be issued by the State.

Section 10.9 Amendments

Formal written amendment of the Agreement is required for extensions to the final date of the Agreement period and for changes to terms and conditions specifically stated in the original Agreement and any prior amendments including but not limited to:

1. revisions to the maximum allowable Eligible Project Costs,
2. revisions to the Project Budget in the aggregate, or
3. any other revisions determined material by the State.

Section 10.10 Termination

The State may terminate the obligation to make the Project Loan and Project Grant, with sixty (60) days written notice, if the State determines that such termination is in the best interest of the State and the Municipality fails to perform its obligations under this Agreement. After giving notice, the State has discretion

not to terminate the Project Loan and Project Grant if the Municipality performs its obligations to the satisfaction of the State.

Section 10.11 Effective Date

The effective date of this Agreement is the date upon which this fully executed Agreement is approved by the Attorney General of the State.

Section 10.12 Whistleblowing

This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with such statute, if an officer, employee or appointing authority of the Municipality takes or threatens to take any personnel action against any employee of the Municipality in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Municipality shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, the Municipality shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Municipality.

Section 10.13 Disclosure of Records

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with such statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Section 10.14 Breach

If either party breaches this Agreement in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure such breach within ten (10) days (unless a different number of days is stated in such written notice) from the date that the breaching party receives such notice. Such right to a cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. Such notice may include a date this Agreement will terminate in the event the breach is not cured by the date stated in such notice and, unless otherwise notified by the non-breaching party in writing prior to the termination date stated therein, no further action shall be required of any party to effect the termination of this Agreement on the termination date set forth in such notice. If the notice does not set forth an effective Agreement termination date, then the non-breaching party may terminate this Agreement by giving the breaching party no less than twenty four (24) hours' prior written notice. If the State believes that the Municipality has not performed according to this Agreement, the State may withhold payment pursuant to this Agreement, in whole or in part, pending resolution of such performance issue, provided that the State notifies the Municipality in writing prior to the date that the payment would have been due.

IN WITNESS WHEREOF, the parties hereto have caused this Project Loan and Project Grant Agreement to be duly executed as of the day and year first above written.

STATE OF CONNECTICUT DEPARTMENT OF
ENERGY AND ENVIRONMENTAL
PROTECTION

By: _____
Katherine S. Dykes Date
Commissioner

WITNESSES:

CITY OF WEST HAVEN

By: _____
Dorinda Borer Date
Mayor

(MUNICIPALITY'S SEAL)

APPROVED AS TO FORM:

By: _____
Attorney General Date

Exhibit I Form of Interim Funding Obligation

\$ _____

_____.

UNITED STATES OF AMERICA
STATE OF CONNECTICUT

Interim Funding Obligation

The _____, Connecticut (the "Municipality"), for value received, hereby unconditionally promises to pay to the State of Connecticut (the "State"), pursuant to the terms and conditions of a Project Loan and Project Grant Agreement dated _____, 20____, between the Municipality and the State (the "Agreement") up to the principal sum of \$ _____, or the aggregate unpaid principal amount of all Project Loan Advances made by the State to the Municipality pursuant to the Agreement, whichever is less, together with interest on the aggregate unpaid principal balance thereof. Unless otherwise required by law, the aggregate unpaid principal amount of all Project Loan Advances and the interest thereon shall be payable on or before _____. Interest on the aggregate unpaid principal amount of all Project Loan Advances shall be payable at the rate of two percent (2%) per annum from the date of each Project Loan Advance. Interest on this Interim Funding Obligation shall be computed on the basis of a year of three hundred sixty (360) days and the actual number of days elapsed.

The State will endorse on Schedule 1 to this Interim Funding Obligation an appropriate notation evidencing each Project Loan Advance, the date of such Project Loan Advance, the amount of principal prepaid as of the date of such Project Loan Advance, if any, and the principal balance remaining unpaid as of the date of such Project Loan Advance on account of the principal thereof and the Municipality agrees that the amount of the principal balance remaining unpaid as shown on said Schedule 1 from time to time shall constitute the principal amount owing to the State pursuant to this Interim Funding Obligation, absent manifest error.

The Municipality agrees to make all payments in lawful money of the United States, to pay interest at the rate specified above and to pay all costs including reasonable attorneys' fees, incurred by the State in the collection of this Interim Funding Obligation. Both the principal of and interest on this Interim Funding Obligation shall be payable in lawful money of the United States of America to the Treasurer, State of Connecticut, at: State of Connecticut, Office of the Treasurer, 165 Capitol Avenue, Suite 2003, Hartford, Connecticut 06106, Attn: Clean Water Fund Financial Administrator or to such other place as the State shall designate in writing to the Municipality.

The Interim Funding Obligation has been executed and delivered subject to the terms and conditions of this Agreement to which reference is hereby made for the terms and conditions upon which it shall be and may be prepaid in whole or in part without premium or penalty and generally as to the rights and duties of the State and as to the rights and duties of the Municipality.

Any capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

It is hereby certified that every requirement of law relating to the issue hereof has been duly complied with and that this Interim Funding Obligation is within every debt and other limit prescribed by law or by the Municipality. This Interim Funding Obligation is a general obligation of the Municipality and the full faith and credit of the Municipality are pledged to the payment of the principal of and interest on this Interim Funding Obligation as the same may become due.

IN WITNESS WHEREOF, the _____ of _____, Connecticut, has caused its seal to be affixed hereto and this Interim Funding Obligation to be signed in its name by the manual signatures of its _____ and _____, all as of the ____ day of _____, ____.

By _____

Its _____

(SEAL)

OPINION OF COUNSEL

In our opinion, the above Interim Funding Obligation will be a valid and binding obligation of the Municipality when the Municipality has received a Project Loan Advance.

Attorneys-At-Law

CERTIFICATION OF BANK

This is to certify that the within Interim Funding Obligation is one of the particular issue described therein; that the signatures and seal thereto affixed are genuine; and that an opinion approving the legality of this issue has been rendered by _____, Attorney-at-Law, of _____, Connecticut.

By _____
(Bank Officer)

SCHEDULE 1

<u>Date</u>	Amount of Project Loan Advance Made <u>This Date</u>	Amount of Principal Repaid <u>This Date</u>	Principal Balance Remaining <u>Unpaid</u>	Notation <u>Made by</u>

Advances and payments of Principal pursuant to an Interim Funding Obligation dated as of _____, between the State of Connecticut and the _____.

Exhibit II Form of Project Loan Obligation

\$ _____

_____ , _____

UNITED STATES OF AMERICA
STATE OF CONNECTICUT

Project Loan Obligation

The _____ Connecticut (the "Municipality"), for value received, hereby unconditionally promises to pay to the State of Connecticut (the "State"), pursuant to the terms and conditions of a Project Loan and Project Grant Agreement dated _____, 20____, between the Municipality and the State (the "Agreement"), the principal sum of \$ _____, together with interest on the aggregate unpaid principal balance thereof. Unless otherwise required by law, the aggregate unpaid principal amount of this Project Loan Obligation shall be payable in equal monthly installments of \$ _____ commencing on _____ (not later than one year after the Scheduled Completion Date as set forth in the Agreement) and shall be payable thereafter on _____ in each month until such Project Loan Obligation is paid in full; provided however, the last installment of principal repayment shall be payable not later than twenty (20) years from the date of the Scheduled Completion Date.

Interest on the aggregate unpaid principal amount of this Project Loan Obligation shall be payable monthly commencing on the date not later than one year from the date of this Project Loan Obligation (such date for the payment of such interest shall be the same date on which the principal installment is paid) and monthly thereafter at the rate of two percent (2%) per annum. Interest on this Project Loan Obligation shall be computed on the basis of a year of three hundred sixty (360) days and twelve 30-day months.

The Municipality agrees to make all payments in lawful money of the United States, to pay interest at the rate specified above and to pay all costs, including reasonable attorneys' fees, incurred by the State in the collection of this Project Loan Obligation. Both the principal of and interest on this Project Loan Obligation shall be payable in lawful money of the United States of America to the Treasurer, State of Connecticut, at: State of Connecticut, Office of the Treasurer, 165 Capitol Avenue, Suite 2003, Hartford, Connecticut 06106, Attn: Clean Water Fund Financial Administrator or to such other place as the State shall designate in writing to the Municipality.

This Project Loan Obligation has been executed and delivered subject to the terms and conditions of the Agreement to which reference is hereby made for the terms and conditions upon which it shall be and may be prepaid in whole or in part without premium or penalty and generally as to the rights and duties of the State and as to the rights and duties of the Municipality.

Any capitalized terms used herein shall have the meanings ascribed to them in this Agreement.

It is hereby certified that every requirement of law relating to the issue hereof has been duly complied with and that this Project Loan Obligation is within every debt and other limit prescribed by law or by the Municipality. This Project Loan Obligation is a general obligation of the Municipality and the full faith and credit of the Municipality are pledged to the payment of the principal of and interest on this Project Loan Obligation as the same become due.

IN WITNESS WHEREOF, the _____ of _____, Connecticut, has caused its seal to be affixed hereto and this Project Loan Obligation to be signed in its name by the manual signatures of its _____ and _____, all as of the ____ day of _____, 20____.

By _____

Its _____ (SEAL)

OPINION OF COUNSEL

In our opinion, the above Project Loan Obligation will be a valid and binding obligation of the Municipality when the Municipality has received a Project Loan Advance.

Attorneys-At-Law

CERTIFICATION OF BANK

This is to certify that the within Project Loan Obligation is one of the particular issue described therein; that the signatures and seal thereto affixed are genuine; and that an opinion approving legality of this issue has been rendered by _____, Attorney-at-Law, of _____, Connecticut.

By _____
(Bank Officer)

Exhibit III Form of Opinion of Bond Counsel

[Date], 20____

State of Connecticut
Department of Energy and Environmental Protection
79 Elm Street
Hartford, Connecticut 06106

City/Town of
Address
_____, Connecticut _____

Sirs:

We have examined certified copies of the proceedings of the *****, Connecticut (the "Municipality") and other proofs submitted to us relative to the execution and delivery of the Project Loan and Project Grant Agreement, dated _____, _____ by and between the State of Connecticut, acting by and through the Commissioner of the Department of Energy and Environmental Protection, and the Municipality (the "Agreement") and the \$_____ Interim Funding Obligation dated _____, _____ (the "Obligation"). Capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

We have also examined the executed Agreement and the Obligation.

We are of the opinion that the execution and delivery of the Agreement and the Obligation and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary municipal action, that the Agreement constitutes a legal, valid and binding obligation of the Municipality enforceable against it in accordance with its respective terms, and that the Obligation will constitute a legal, valid and binding obligation of the Municipality for which the full faith and credit of the Municipality are pledged to the payment of the principal thereof and the interest thereon when the Project Loan funds have been advanced to the Municipality pursuant to the Agreement.

The foregoing opinion is qualified to the extent that the enforceability of the Agreement and the Obligation against the Municipality is subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights existing or hereafter enacted applicable to municipal corporations and to general principles of equity (regardless of whether such enforceability is considered a proceeding in equity or at law).

Respectfully yours,

Exhibit IV Form of Issuance Certificate and Certificate as to No Litigation

FORM OF ISSUANCE CERTIFICATE

I, *****, *****, of the *****, Connecticut (the "Municipality"), HEREBY CERTIFY:

1. That the Project Loan and Grant Agreement dated, , 20 , by and between the State of Connecticut, and the Municipality (the "Agreement"), was duly executed in the name and on behalf of the Municipality by the execution thereon of the signature of the undersigned, (Name) , (Title) , [and by the signature of the undersigned, (Name) , (Title)].
2. The \$ Interim Funding Obligation, dated , (the "Obligation") was duly executed in the name and on behalf of the Municipality by the execution thereon of the signature of the undersigned, (Name) , (Title) , and by the signature of the undersigned, (Name) , (Title) ; and that said Obligation bears the seal of said Municipality.

I further certify that on the dated date of the Project Loan and Grant Agreement and on the date hereof, the officers listed below were and are the duly elected or appointed, qualified officers authorized to execute the Agreement and the Obligation in the name and on behalf of the Municipality holding the offices indicated by the official titles opposite their names and that the seal which has been impressed on the Obligation and upon this certificate is the legally adopted, proper and only official seal of the Municipality.

<u>Name</u>	<u>Title</u>	<u>Expiration of Term</u>

IN WITNESS WHEREOF, I have hereto affixed the corporate seal of said (Seal) of and my signature as of the day of , .

Title: _____

*****[Municipality]

FORM OF CERTIFICATE AS TO NO LITIGATION

I, _____, HEREBY CERTIFY in connection with the \$ _____ Interim Funding Obligation, dated _____, (the "Obligation") that I am the _____ of the _____, Connecticut (the "Municipality") that (i) no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or, to the best of my knowledge, threatened against the Municipality, in any way contesting or affecting the validity of enforceability of the Obligation, or contesting titles of officers of the Municipality executing the Obligation, or contesting any of the proceedings taken with respect to the issuance of Obligation, the application of monies to the payment of the Obligation or the use of proceeds of the Obligation; nor, to the best of my knowledge, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Obligation, and (ii) there is no controversy or litigation of any nature now pending or threatened by or against the Municipality wherein an adverse judgment or ruling would have a material adverse impact on the financial condition of the Municipality or adversely affect the power of the Municipality to levy, collect and enforce the collection of taxes or other revenues for the payment of the Obligation.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, _____.

Title: _____

*****[Municipality]

Exhibit V Municipal Continuing Disclosure Agreement

In accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, each Borrower included in Appendix A of the Final Official Statement will agree, pursuant to a Municipal Continuing Disclosure Agreement for the 20__ Bonds to be executed by the Borrower substantially in the following form, to provide, or cause to be provided, (i) certain annual financial information and operating data, and (ii) timely notice of a failure of the Borrower to provide the required annual financial information on or before the date specified in the Municipal Continuing Disclosure Agreement for the 20__ Bonds.

This Municipal Continuing Disclosure Agreement (the “Agreement”) is made as of the ___ day of ____, 20__ by the _____ (the “Borrower”) acting by its undersigned officer, duly authorized, for the benefit of the beneficial owners from time to time of the Bonds.

Section 1. Definitions. For purposes of this Agreement, the following capitalized terms shall have the following meanings:

“Final Official Statement” means the official statement of the State dated _____, 20__ prepared in connection with the Bonds.

“MSRB” means the Municipal Securities Rulemaking Board established under the Securities Exchange Act of 1934, as amended, or any successor thereto.

“Objective Criteria” means any Borrower whose total loans outstanding, undrawn commitments and expected additional loan commitments equals in the aggregate 10% or more of the aggregate principal amount of the State’s State Revolving Fund Revenue Bonds issued under the State’s SRF Program to fund the State’s Clean Water Fund and Drinking Water Fund Programs then outstanding.

“Repository” means the MSRB or any other information repository established pursuant to the Rule as amended from time to time.

“Rule” means Rule 15c2-12 under the Securities Exchange Act of 1934, as of the date of this Agreement.

“SEC” means the Securities and Exchange Commission of the United States, or any successor thereto.

Section 2. Annual Financial Information.

(a) The Borrower agrees to provide or cause to be provided to each Repository, in accordance with the provisions of the Rule and of this Agreement, annual financial information and operating data (commencing with information and data for the fiscal year ending June 30, 20__) as follows:

(i) Financial statements of the Borrower’s general fund, special revenue funds, enterprise and internal service (proprietary) funds, agency and trust (fiduciary) funds and general fixed assets and general long-term obligations account groups, for the prior fiscal year, which statements shall be prepared in accordance with generally accepted accounting principles or mandated state statutory principles as in effect from time to time. As of the date of this Agreement, the Borrower prepares its financial statements in accordance with generally accepted accounting principles. The financial statements will be audited.

(ii) To the extent not included in the financial statements described in (i) above, the financial information and operating data relating to the Borrower contained in Appendix A of the Final Official Statement.

(b) The financial statements and other financial information and operating data described above will be provided on or before the eight months after the close of the fiscal year for which such information is being provided. The Borrower's fiscal year currently ends on June 30.

(c) Annual financial information and operating data may be provided in whole or in part by cross-reference to other documents available to the public on the MSRB's Internet Web site referenced in the Rule as amended from time to time or filed with the SEC. All or a portion of the financial information and operating data may be provided in the form of a comprehensive annual financial report or an annual information statement of the Borrower.

(d) The Borrower reserves the right (i) to provide financial statements which are not audited if no longer required by law, (ii) to modify from time to time the format of the presentation of such information or data, and (iii) to modify the accounting principles it follows to the extent required by law, by changes in generally accepted accounting principles, or by changes in mandated state statutory principles as in effect from time to time; provided that the Borrower agrees that the exercise of any such right will be done in a manner consistent with the Rule.

Section 3. Material Events.

The Borrower agrees to provide or cause to be provided to each Repository, in accordance with the provisions of the Rule and of this Agreement, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events:

- (i) bankruptcy, insolvency, receivership or similar event of the Borrower;
- (ii) the consummation of a merger, consolidation, or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (iii) incurrence of a financial obligation, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Borrower, any of which affect security holders, if material; and
- (iv) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Borrower, any of which reflect financial difficulties.

For purposes of events (iii) and (iv) above, the term "financial obligation" is defined as a (1) debt obligation, (2) derivative instrument entered into in connection with or pledged as security or a source of payment for an existing or planned debt obligation, or (3) guarantee of (1) or (2). The term financial obligation does not include municipal securities for which a final official statement has been filed with MSRB pursuant to the Rule.

Section 4. Notice of Failure to Provide Annual Financial Information.

The Borrower agrees to provide or cause to be provided, in a timely manner, to each Repository notice of any failure by the Borrower to provide annual financial information as set forth in Section 2(a) hereof on or before the date set forth in Section 2(b) hereof.

Section 5. Use of Agents.

Annual financial information and operating data and notices to be provided pursuant to this Agreement may be provided by the Borrower or by any agents who may be employed by the Borrower for such purpose from time to time.

Section 6. Termination.

The obligations of the Borrower under this Agreement shall terminate upon the earlier of (i) payment or legal defeasance, at maturity or otherwise, of all of the Bonds, or (ii) such time as the State determines that (A) the Borrower ceases to be an obligated person meeting the Objective Criteria with respect to the Bonds within the meaning of the Rule and the State's Continuing Disclosure Agreement with respect to the Bonds and (B) all Borrowers meeting the Objective Criteria have entered into Municipal Continuing Disclosure Agreements with respect to the Bonds.

Section 7. Enforcement.

The Borrower acknowledges that the undertakings set forth in this Agreement are intended to be for the benefit of, and enforceable by, the beneficial owners from time to time of the Bonds. In the event the Borrower shall fail to perform its duties hereunder, the Borrower shall have the option to cure such failure within a reasonable time (but not exceeding 30 days with respect to the undertakings set forth in Section 2 of this Agreement or five business days with respect to the undertaking set forth in Section 4 of this Agreement) from the time the Borrower's Comptroller/Treasurer/Authorized Official, or a successor, receives written notice from any beneficial owner of the Bonds of such failure. The present address of the Borrower is:

_____.

In the event the Borrower does not cure such failure within the time specified above, the beneficial owner of any Bonds shall be entitled only to the remedy of specific performance. The Borrower expressly acknowledges and the beneficial owners are hereby deemed to expressly agree that no monetary damages shall arise or be payable hereunder nor shall any failure to comply with this Agreement constitute an event of default with respect to the Bonds.

Section 8. Miscellaneous.

(a) All documents provided by the Issuer to a Repository pursuant to the Issuer's undertakings set forth in Sections 2, 3 and 4 of this Agreement shall be in an electronic format as prescribed by the MSRB from time to time and shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(b) The Borrower shall have no obligation to provide any information, data or notices other than as set forth in this Agreement; provided however, nothing in this Agreement shall be construed as prohibiting the Borrower from providing such additional information, data or notices from time to time as it deems appropriate in connection with the Bonds. If the Borrower elects to provide any such additional information, data or notices, the Borrower shall have no obligation under this Agreement to update or continue to provide further additional information, data or notices of the type so provided.

(c) This Agreement shall be governed by the laws of the State of Connecticut.

(d) Notwithstanding any other provision of this Agreement, the Borrower may amend this Agreement, and any provision of this Agreement may be waived, if (i) such amendment or waiver is made in connection with a change of circumstances that arises from a change in legal requirements, a change in law, or a change in the identity, nature or status of the Borrower, (ii) this Agreement as so amended or waived would have complied with the requirements of the Rule taking into account any amendments or interpretations of the Rule as well as any changes in circumstances as of the date of such amendment to this Agreement or waiver, and (iii) such amendment or waiver is supported by either an opinion of counsel expert in federal securities laws to the effect that such amendment or waiver would not materially adversely affect the beneficial owners of the Bonds or an approving vote by the holders of not less than two-thirds of the aggregate principal amount of the Bonds then outstanding. A copy of any such amendment or waiver will be filed in a timely manner with each Repository. The annual financial information provided on the first date following the adoption of any such amendment or waiver will explain, in narrative form, the reasons for the amendment or waiver.

(e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

CITY/TOWN/DISTRICT OF _____

By _____
Authorized Official

Exhibit VI Budget

CWF#: 761-DC

West Haven – Dawson #5

Budget Report

Date Printed: 2/4/2025 11:59:45 AM

CWF#: 761-DC WEST HAVEN

Category	Contractor	Contract #	Cost	Funds from Other Sources	Grant	Loan	Local Share	Notes
CONSTRUCTION	National Water Main Cleaning Co	2025-09	1,187,050.00	0.00	237,410.00	949,640.00	0.00	
DESIGN ENGINEERING	CDM Smith	2025-09	390,000.00	0.00	78,000.00	312,000.00	0.00	
CONTINGENCY		2025-09	80,353.00	0.00	16,070.60	64,282.40	0.00	
LEGAL		2025-09	30,000.00	0.00	0.00	30,000.00	0.00	
INTEREST		2025-09	6,000.00	0.00	0.00	6,000.00	0.00	
<i>Totals:</i>			1,693,403.00	0.00	331,480.60	1,361,922.40	0.00	

Exhibit VII Form of Request for Advance

UNDER THE INTERIM FUNDING OBLIGATION

The **** * (the “Municipality”) hereby requests that an advance be made to the Municipality upon the \$_____ Interim Funding Obligation issued by the Municipality to the State pursuant to the Project Loan and Project Grant Agreement No. _____, entered into between the Municipality and the State, dated _____, (the “Project Loan Agreement”) 20____, in the amount of \$_____ to be made by the 13th business day of the month, or such other date as designated by the State. The Municipality requires such advance to pay Total Project Costs as defined in the Project Loan Agreement.

The Municipality hereby represents that (i) no default or any event that, but for the giving of notice or lapse of time or both, would constitute an event of default has occurred or is continuing under the Project Loan Agreement and (ii) the representations contained in the Project Loan Agreement are true and correct as of the date hereof.

By _____
Authorized Officer

Exhibit VIII Closing Statement

State of Connecticut Department of Energy and Environmental Protection
Clean Water Fund Project Loan Obligation CWF # ***-C

Municipality: *****
Execution Date: xx/xx/xxxx
Loan Advances received prior to / / \$ - 0 -
Loan Advances deposited today* - 0 -
Accrued Interest through / /** - 0 -
Amount of Project Loan Obligation \$ - 0 -

* This amount has been deposited today by the State in the Municipality's Account.

** Interest accrued on Interim Funding Obligations through / / is \$ - 0 -, of which \$ - 0 - has been funded by the \$ - 0 - Project Loan Obligation.

[The balance of \$ - 0 - has been paid by the Municipality separately today by check or wire.]

The Municipality acknowledges that the loan advance identified above, made on / / is for Project Costs due and payable within 30 days of the closing date for the following:

	<u>Loan</u>
Construction	\$ - 0 -
Legal	\$ - 0 -

The Municipality may not withdraw any funds from the account until invoices for such services have been submitted to DEEP.

The Municipality also acknowledges that any unspent loan advances remaining in the Account as of / / must be returned to OTT by _____ or within ____ days of _____ to be applied to prepayment of the Project Loan Obligation.

* This amount has been deposited today by the State in the Municipality's Account.

Any unspent grant advanced funds remaining in the account as of / / must be returned to OTT by _____ or within ____ days of _____ and will be reallocated at the discretion of the State.

Funding Summary:

	Item #	Date	\$\$ GRANT	\$\$ LOAN	Local Share/ Other Financing	\$\$ Total
Bond Commission Approval:						
Bond Commission Approval:						
<i>Total approved by Bond Commission</i>						
Contract Totals (IFO):						
Final Costs (PLO):						
Bond Commission totals less PLO values = Amounts to de-commit:						

Please note that as of / / the State will de-commit the remaining unused loan amount of \$ - 0 - and unused grant amount of \$ - 0 - .

Dated this / / .

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND
ENVIRONMENTAL PROTECTION

By _____

By _____

Title: _____

Title: _____

CC: Dave Johnson, Department of Energy and Environmental Protection
Arqum Gul, Office of the State Treasurer
SRF Financial Administrator, Office of the State Treasurer

Exhibit X Insurance Requirements

INSURANCE AND RISK MANAGEMENT BOARD RECOMMENDATIONS FOR MINIMUM INSURANCE REQUIREMENTS

Insurance Guidelines (Limits and Scope)

Before commencing work, the Municipality shall require each Contractor who works on the Project to obtain, at its own cost and for the duration of the contract, the following insurance:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
3. Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
4. Professional Liability: \$1,000,000 each occurrence.

Insurance Provisions

- A. The Municipality and State of Connecticut, its officers, officials, employees, agents, boards and commissions shall be named and endorsed as an Additional Insured on the Commercial General Liability insurance and the Automobile Liability insurance.
- B. Contractor shall assume any and all deductibles in the described insurance policies.
- C. The Contractor's insurer shall have no right of recovery or subrogation against the Municipality or the State of Connecticut and the described insurance shall be primary coverage.
- D. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail, has been given to the Municipality.
- E. "Claims Made" coverage is unacceptable, with the exception of Professional Liability.
- F. Insurance is to be placed with insurers with a current AM Best Rating of no less than A-, VII.
- G. Contractor shall include all subcontractors as insured under its policies or shall obtain separate certificate of insurance evidencing insurance requirements herein.
- H. Contractor shall furnish to Municipality a certificate of insurance prior to commencement of work.

Exhibit XI Authorization for ACH Payments

INSTRUCTIONS FOR REQUESTING PAYMENTS ELECTRONICALLY

Thank you for your interest in the Comptroller's Vendor Direct Deposit (ACH) Program. Attached please find the Vendor Direct Deposit (ACH) Election Form for Clean Water Funds. You should only submit this form when instructed to do so by a representative of either the State Treasurer's Office, Department of Energy and Environmental Protection (DEEP), or Department of Public Health.

Please provide a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification). This is a federal form that certifies the Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number). This form allows us to make sure the information recorded in our Vendor File is current. You may access a fillable version of the form at www.irs.gov/pub/irs-pdf/fw9.pdf.

If the account type is a checking account, attach a voided check to the Vendor Direct Deposit (ACH) Election Form. For accounts which you do not write checks from please include a letter from your bank which shows the ABA routing number, account number, and the name(s) on the account.

Keep a copy of the Vendor Direct Deposit (ACH) Election Form for your records. You must inform the ACH/VSS Unit of any changes to the information provided in writing to the below address or by email to osc.apdvf@ct.gov. Please return completed forms to:

**Office of the State Comptroller
Accounts Payable Division ACH/VSS Unit
165 Capitol Avenue, 3rd Floor
Hartford, CT 06106-1775**

If you choose to participate in this program:

- Altered forms will not be accepted. You must submit a signed copy of this form along with a signed W-9 and one form of account verification (Voided Check, Deposit Slip, Bank Letter).
- Upon approval, **all** clean water payments from the State of Connecticut issued by the Office of the State Comptroller Accounts Payable Division will be deposited electronically to the bank account you designate.
- Remittance information may be viewed by accessing our accounting system through Vendor Self-Serve (VSS). Please visit our website at www.osc.ct.gov/vendor/ for information on the VSS system. When we receive your completed Vendor Direct Deposit (ACH) Election Form we will contact you regarding a User ID and password for VSS. Additionally, your financial institution may provide you with addenda information at the time of deposit. Contact your financial institution for more information on receiving electronic addenda.
- Your financial institution's ability to receive payments from us and properly credit your account will be verified with the transmission of a test transaction to your account. Further instructions will be sent to the contact email you list in the form's VSS field. They will describe how to validate your ACH (EFT) test transaction. Failure to follow these instructions may delay your participation in this program. Once you have confirmed receipt of all test data, including accessing the remittance information in VSS, please contact the ACH/VSS Unit at (860) 702-3397 or by email at osc.apdvf@ct.gov.
- Changes to your bank account information can only be authorized by the individuals listed on the Vendor Direct Deposit (ACH) Election Form. To request changes to the authorized individuals please contact the ACH/VSS Unit at osc.apdvf@ct.gov.
- To process a change to your destination account number or financial institution you will need to submit another application package with the new information. Changes can take up to a week from the receipt of the form. To stop payment to a closed account immediately contact the ACH/VSS Unit by email at osc.apdvf@ct.gov.
- When contacting us by email, always include the ACH(EFT) in the subject line.

Thank you for your interest in this program.

Vendor Direct Deposit (ACH)
Election Form – WATER
Revised January 2020

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
Accounts Payable Division
165 Capitol Avenue
Hartford, CT 06106-1775

e-mail questions to osc.apdvf@ct.gov

Part 1 Vendor Information

Vendor Name: _____ FEIN/SSN#: _____

Contact Name: _____ Phone: (____) _____ Ext: _____

Title: _____ Fax: (____) _____

Address: _____

City: _____ State: _____ Zip: _____

Contact E-Mail: _____

Vendor Self-Serve (VSS) contact email(s): _____

Please list below the name of the individual(s) who are authorized to make changes to the bank account information.

Name Phone Email Address

Name Phone Email Address

Part 2 Account Information

Bank Name: _____

Routing & Transit #: (ABA#): _____ Account Type:

--	--	--	--	--	--	--	--	--	--	--

- Checking Savings
- Money Market Savings Account
- DDA Checking DDA Savings

Account #:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account Change

If you are already enrolled and are changing accounts, enter the last four digits of the old account below.

--	--	--	--

I hereby authorize the State of Connecticut (hereinafter "State") to electronically deposit any payments made through the Office of the State Comptroller's Accounts Payable Division to the bank account specified above. This authorization is to remain in full force and effect until the State has received written notification from me of its termination in such time and manner as to afford the State and the bank named above a reasonable opportunity to act upon it. In the event that the State notifies the bank that funds have been deposited to the company's account in error, I hereby authorize the State of Connecticut Office of the Treasurer to initiate a reversal of the payment in accordance with National Automated Clearing House Association (NACHA) regulations and direct the bank to return said funds to the State as soon as possible. In the event that for any reason, the bank is unable to return said funds to the State, I hereby authorize the State to recover those funds by any of the following methods: (1) deducting the amount of said funds from any future payments from the State until the amount of erroneous deposit has been recovered in full; (2) making written demand on the company for return of said funds, in which case the company hereby agrees to return said funds in full to the State within two (2) weeks of receipt of such written demand; or (3) any combination of methods (1) and (2) above. The company further agrees that if such funds are not repaid to the State, the company will be liable for all costs of collection, including reasonable attorneys' fees incurred by the State in the collection of such funds, together with the maximum interest permitted by law.

I have read, understand, and agree to the above statement.

Signature: _____ Date: _____

This form along with a completed IRS Form W-9 and a voided check or preprinted deposit slip can be submitted by:
Fax - (860)772-1727 Email – OSC.APDVF@CT.GOV or USPS to the address below.
Office of the State Comptroller, Accounts Payable Division ACH/VSS Unit, 165 Capitol Avenue, 3rd Floor, Hartford, CT 06106-1775

Exhibit XII Certificate of Compliance – Project Signage

**Department of Energy and Environmental Protection
Bureau of Water Protection and Land Reuse
Clean Water State Revolving Fund**

Certification of Compliance – Project Signage

Town:
CWSRF Project Name:
CWSRF Project Number:

Project Signage Details:

The above referenced construction project that received funding from the Clean Water State Revolving Fund has complied with the Connecticut Department of Energy and Environmental Protection – Bureau of Water Protection and Land Reuse’s Project Signage Guidelines.

Sign was erected at or near the project location.

Date sign was erected: _____

Attach photo of project sign.

Certification:

I hereby certify that the information provided above is true and correct to the best of my knowledge.

Name (please print): _____

Title: _____

Signature: _____

Date: _____

Exhibit XIII EPA General Terms and Conditions Effective October 1, 2024

A link to the EPA General Terms and Conditions Effective October 1, 2024, can be found on the Department of Energy & Environmental Protection Agency's website under the heading:
"EPA General Terms and Conditions for all Clean Water Fund Agreement"

<https://portal.ct.gov/deep/municipal-wastewater/financial-assistance-for-municipal-wastewater-projects#:~:text=EPA%20General%20Terms%20and%20Conditions%20for%20all%20Clean%20Water%20Fund>

Exhibit XV Terms and Conditions

A link to the EPA General Terms and Conditions Effective October 1, 2023, can be found on the Department of Energy & Environmental Protection Agency's website under the heading:

“EPA General Terms and Conditions for all Clean Water Fund Agreement”

<http://portal.ct.gov/deep/municipal-wastewater/financial-assistance-fpr-municipal-wastewater-projects>

**STATE CLEAN WATER AND DRINKING WATER PROGRAM
PROJECT TAX INFORMATION QUESTIONNAIRE**

1. Name of Agency: Department of Energy and Environmental Protection
2. Name of Grant and/or Loan Recipient: City of West Haven
3. Project Title: Dawson Avenue Contract #5 Sewer Pipe and Manhole Rehab Project Number: CWF 761-DC
4. Public/Special Act(s): PA 86-420 Bond Fund No.(s): 21014 (GO); 21015(REV)
5. Project/Facility Description (including present and anticipated use of Project/Facility):
Dawson Avenue Area Contract #5, construction contract #xxxx-xx, for sewer and manhole rehabilitation to reduce I&I.

6. State Bond Commission		Approved	Approved
<u>Meeting Date(s):</u>	<u>Item No.(s):</u>	<u>Amount (GO):</u>	<u>Amount (REV):</u>
<u>12/15/23</u>	<u>#39</u>	\$ <u>331,481.60</u>	\$ _____
<u>6/7/24</u>	<u>#59</u>	\$ _____	\$ <u>1,361,922.40</u>
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

7. Is this an amendment or correction? YES NO. If yes, please indicate any increase or decrease in the Grant and/or Loan amount: TOTAL: \$ _____ GO: \$ _____ REV LOAN: \$ _____
8. Will any moneys be disbursed as a GO loan? YES NO If yes, the GO loan amount is \$ _____.
9. Comments: _____

PART I. LOANS:

Will any of the funds be disbursed as a Loan? YES NO

1. Loan Amount: \$ 1,361,922.40
2. What are the terms of the Loan, including interest rate, repayment dates, maturity, etc.? Interest rate: 2%; Repayment dates: monthly commencing one month after execution of the Project Loan Obligation (PLO) unless defined otherwise in the agreement; Maturity: not less than 20 years from Scheduled Completion Date (SCD) unless defined otherwise in the agreement.
3. Is any portion of the project/facility currently or reasonably expected to be **owned, leased, managed, operated, or otherwise used** by the **federal government** or a **non-governmental entity** (including a **non-profit organization**)? YES NO

If "YES", please describe and **check applicable box.** _____

- If **owned**. Name of owner _____
- If **leased**, *please attach copy of the lease agreement.*
- If **managed** or **operated** (excluding janitorial, maintenance, office equipment repair, or other incidental services), *please attach copy of the contract or agreement.*
- If **otherwise used** (including any contracts or arrangements in which a non-governmental entity, in return of the rights to have its name or logo used in connection with the project/facility, will make payments to the State or agency of the State, *please attach a copy of the contract or agreement.*

A. Will the State, or the local governmental entity, retain an equity or security interest in the Project/Facility for a purpose other than to enforce compliance with restrictions on the use of the Project/Facility?

YES NO If yes, please describe such interest: _____

B. Will any **private entity** or the **federal government** sponsor or otherwise pay for research to be conducted at the project/Facility? YES NO If YES, *please attach a copy of the research agreement.*

4. What is the expected date of operation of the Project/Facility? _____

5. Will the Loan Recipient *reimburse itself* from proceeds of the Loan for any costs of the Project that it has *paid out of its own funds*? YES NO

If YES, amount of such reimbursement and dates such expenditures were paid _____

6. Has the Loan Recipient *financed* any costs that are to be reimbursed? YES NO

If YES, will such *financed* amount be repaid with the Loan? YES NO

What was the maximum term of such financing? _____

7. Is any portion of the Loan to be used for working capital (*i.e.* operating expenses, paying interest on debt, *etc.*)?

YES NO If "YES", what amount? \$ _____

PART II. GRANTS:

Will any of the funds be disbursed as a Grant? YES NO

1. Grant amount: \$ 331,481.60

2. Is the Grant Recipient named above the ultimate recipient? YES NO

If "NO", what is the name of the ultimate recipient? _____

3. Does the State (or any agency of the State) have the ability to both approve of and remove without cause a controlling portion of the governing body of the ultimate recipient? YES NO

4. Does the State (or any agency of the State) have the ability to require the use of funds or assets of the ultimate recipient for any purpose of the State or agency of the State? YES NO

5. Describe any direct or indirect repayment obligations other than those to enforce the terms (*i.e.*, governmental purpose) of the Grant. _____

6. Is any portion of the Grant to be used for working capital (*i.e.* operating expenses, paying interest on debt, *etc.*)?

YES NO If "YES", what amount? \$ _____

7. Is the State obtaining any special legal right in connection with the Grant (*e.g.*, an equity interest or license or other use of resulting technology or product)? YES NO

PART III. PROJECT COST ESTIMATES:

All costs of the Project/Facility can be classified as construction capital costs, non-construction capital costs, or working capital costs. **Construction capital costs** are **capital costs** used for construction, reconstruction, or rehabilitation of buildings, personal property, or other inherently permanent structures, including items that are structural components of such buildings, personal property, or structures (*e.g.*, wiring, plumbing, central HVAC systems, pipes, ducts, elevators, escalators, paved parking, bridges, sewage lines), and architectural and engineering fees, site survey fees, legal expenses, insurance premiums and development fees to the extent that such fees and expenses directly relate to other construction costs.¹ **Non-construction capital costs** are **capital costs** that cannot be classified as construction costs, including, generally, all costs to purchase or acquire land or interests in real property, personal property not a structural component of a building or structure, and personal property not requiring construction itself. A **Capital Cost** means any cost of a type that is properly chargeable to capital account (or would be so chargeable with a proper election) under general federal tax principles. **Working capital costs** are any costs that are not a capital cost, such as salaries, utilities, supplies, ordinary repairs, and maintenance and other operating expenses.

Costs pursuant to a contract to purchase a building or permanent structure that requires the seller to build or install the building or permanent structure may be classified as construction costs if the building has not been built or installed at the time the contract is entered into. Any costs for the land on which the building or permanent structure is located would not be construction costs.

*Costs to buy tangible personal property (such as vehicles, office equipment, furnishings) pursuant to a contract that requires the property to be specially built or rehabilitated to the Loan Recipient's specification can be classified as construction costs if such costs are capital costs and a substantial portion of the property built or rehabilitated under the contract, based on cost, is delivered completed more than 6 months after the contract is entered into and the Loan Recipient has no reason to believe that the seller of the tangible personal property could have completed and delivered the property to the Loan Recipient within such 6-month period. **If the Loan Recipient itself builds or rehabilitates tangible property**, the costs to build or rehabilitate such tangible personal property can be classified as construction costs if the costs are capital costs, no more than 75% of the components, raw materials, and supplies are bought by the State, the property is completed more than 6 months after the Loan Recipient began building or rehabilitating it, and the Loan Recipient, if it had exercised due diligence, could not have completed the property within 6 months.*

Costs to develop computer software and the documentation to describe and maintain the software programs can be classified as construction costs if the software is specially developed to meet the individual needs of the Loan Recipient and is functionally related and subordinate to real property or other constructed personal property and either (a) a substantial portion of the program, based on cost, is completed more than 6 months after the contract is entered into and the Loan Recipient has no reason to believe that the seller could have delivered the program within such 6-month period, or (b) the Loan Recipient develops the software itself and the program is completed more than 6 months after the Loan Recipient began developing the program and the Loan Recipient, if it had exercised due diligence, could not have completed the program within 6 months.

Construction Costs	<u>LOAN</u>	<u>GRANT</u>
New Construction	\$ _____	\$ _____
Renovations/Improvements	_____	_____
Demolition or Site Improvements	_____	_____
Feasibility or Engineering Studies (Planning)	_____	_____
Design	_____	_____
Other _____	_____	_____
Total	\$ _____	\$ _____
Non-Construction Capital Costs		
Land, Easements, Development Rights	\$ _____	\$ _____
Vehicles, Equipment, Machinery, Furnishings	_____	_____
Computer Equipment and Software	_____	_____
Environmental Costs	_____	_____
Other _____	_____	_____
Total	\$ _____	\$ _____
Working Capital Costs		
Salaries and Operating Expenses	\$ _____	\$ _____
Other _____	_____	_____
Total	\$ _____	\$ _____
GRAND TOTAL	\$ _____	\$ _____

NOTE: GRAND TOTAL AMOUNTS SHOULD EQUAL THE AMOUNT ENTERED IN PART I ABOVE FOR LOANS AND IN PART II ABOVE FOR GRANTS.

PART IV. COMMENTS:

Please provide any additional information that may be pertinent to the financing and use of this Project/Facility.

PART V. CERTIFICATIONS:

The information on this form will be relied on by the State and its bond counsel to determine whether interest on the Bonds issued by the State to finance the above Project is exempt from federal income taxation.

The undersigned each affirms, to the best of his or her knowledge, that all requirements relevant to this request either under the Connecticut General Statutes or through regulations or State policy have been complied with, and that all information provided herein is true and complete. **The undersigned each further acknowledges and certifies and he or she will report to the Secretary of the Office of Policy and Management and to the State Treasurer any changes in the information contained herein, in writing via email to: ct-tax-questionnaire@ct.gov, within 30 days of becoming aware of such changes, and that bond counsel will assume that the information provided herein shall continue to be true, complete, and without change from the date hereof if no report of any changes or new certification has been submitted.**

AGENCY CERTIFICATION:

Agency Representative (sign name)
Julie Wilson

Print or type name
Assistant Chief of Fiscal Administrative Services

Title
(860)424-3234

Phone

Date

RECIPIENT CERTIFICATION:

Recipient Representative (sign name)

Print or type name

Title

Phone

Date

AGENCY ALTERNATE CONTACT INFORMATION:

Name

Title

Phone

RECIPIENT ALTERNATE CONTACT INFORMATION:

Name

Title

Phone



Office of the Finance Director

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

MARB Contract Form

MARB Meeting Date:	February 27, 2025				
Contract Name	Sanford Street Basin Storm Water Study				
City Agency	Engineering				
Vendor Utilized	CDM Smith				
Address	101 East River Drive, 1A				
City, State, Zip	East Hartford, CT 06108				
Procurement Process	<input checked="" type="checkbox"/> Bid/RFP [2024-03] <input type="checkbox"/> State Contract [Enter State Contract No] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []				
No of Bid/RFP Respondents	CDM Smith SLR International Corp Weston & Sampson				
Quote No('s) if applicable	N/A				
Source of Funds	American Rescue Plan Funds Project 2022-010				
Quantity	0.00	Price Per:	\$0.00	Total Price	\$115,000 (Amendment)
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>The City of West Haven solicited Statements of Qualifications from qualified firm(s), or a team, for assistance in the development of a stormwater infrastructure assessment, studies, final design, and/or engineering/inspection services during construction. The original contract was approved by MARB on 06/27/2024, in the amount of \$609,000 (Lydia Street Project – using Climate Resiliency Funding).</p> <p>The original scope did not include cctv which was supposed to be done by the City. Presently the City does not have the capacity to do this work. This amendment will modify the scope to include cctv work by the consultant to perform the study</p> <p>Original Contract \$609,000 – Approved 06/27/2024 MARB (Climate Resiliency Funding)</p> <p>Amendment \$115,000 – MARB Approval Requested (ARPA Funding)</p> <p>New Contract \$724,000 – New Contract Total</p>				
Department Submission [Name and Title]	Abdul Quadir, City Engineer				
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director				

AMENDMENT NO: 1
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
CDM SMITH PROJECT NUMBER 298935

This Amendment Number 1 is made and entered on _____, 2025 and amends the terms and conditions of the Agreement between CDM Smith Inc. ("CDM Smith" or "ENGINEER") and City of West Haven, Connecticut ("OWNER"), dated July 8, 2024 ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Sanford Street Basin Stormwater Study; and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

The original agreement assumed that the City of West Haven would provide CCTV (and cleaning if needed) of existing drains in the project. This amendment includes CDM Smith hiring a subcontractor and overseeing the subcontractors work in lieu of the City providing these services. CDM Smith will hire a subcontractor (Insituform) to complete CCTV inspection of up to 10,350 feet of drainage pipe ranging in size from 8-inch to 48-inch. The subcontractor will provide up to 32 hours of heavy cleaning, coordinate water from water utility, and dispose of up to 32 tons of debris. CDM Smith will prepare subcontractor agreement, process invoices, and provide an on-site full-time inspector for up to five weeks of CCTV/cleaning by subcontractor. CDM Smith, and its subcontractor, will also coordinate police details, as needed, for up to \$5,000.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

2.1 None noted.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:
 - 3.1 The original agreement was executed on July 8, 2024 and included 12 months to complete Task 1 and 8 months to complete Task 2 from Notice to Proceed. This Amendment 1 adds an additional 4 months to complete both Task 1 and Task 2.
4. The payment for services rendered by ENGINEER shall be as set forth below:
 - 4.1 The lump sum amount is increased by \$115,000 from \$609,000 to \$724,000.
5. Additional Provisions.
 - 5.1 None noted.
6. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

CDM Smith Inc.

City of West Haven, Connecticut

Name: Joseph L Laliberte, PE

Name: Dorinda Borer

Title: Senior Vice President

Title: Mayor

Date:

Date:

Address for giving notices:
CDM Smith Inc.
101 East River Drive, Suite 1A
East Hartford, CT 06108

Address for giving notices:
City of West Haven
355 Main Street
West Haven, Connecticut 06516



Office of the Finance Director

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

MARB Contract Form

MARB Meeting Date:	February 27, 2025			
Contract Name	Downtown MDP Développement Plan			
City Agency	Economic Development			
Vendor Utilized	Colliers Engineering & Design			
Address	135 New Road			
City, State, Zip	Madison, CT 06443			
Procurement Process	<input checked="" type="checkbox"/> Bid/RFP [2025-46] <input type="checkbox"/> State Contract [Enter State Contract No] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []			
No of Bid/RFP Respondents	5 FHI Studio/IMEG \$240,000 SLR \$218,000 Decarlo & Doll Inc \$189,500 Colliers \$248,000 Goman York Properties Advisers \$226,125			
Quote No('s) if applicable	n/a			
Source of Funds	State of Connecticut Community Investment Fund 2030 Grant			
Quantity	1.00	Price Per:	\$248,350.00	Total Price \$248,350.00
Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)	<p>The City of West Haven (the "City") seeks a comprehensive downtown municipal development plan ("MDP") that will provide an actionable strategic roadmap for creating a revitalized, vibrant, destination-oriented City center that focuses on the arts, small businesses, and mixed-use residential development. This MDP will analyze its downtown's strengths, weaknesses, opportunities, and challenges; evaluate existing downtown plans and zoning regulations for alignment; evaluate the boundaries and efficacy of the City's Central Business District and Village Improvement District zones and provide any recommended changes; identify downtown properties that could benefit from redevelopment, provide redevelopment recommendations for them, and assess the feasibility of such acquisition and/or redevelopment; identify downtown properties that may require environmental assessment or remediation; describe any potential ordinances, regulations, policies, or approaches that the City may pursue to implement this MDP's redevelopment strategies; contain impact analyses and a plan to relocate any businesses affected by implementation of any redevelopment projects initiated pursuant to this MDP; and comply with all state statutory requirements for municipal development plans, including but not limited to CGS Sections 8-127 and 8-189.</p>			
Department Submission [Name and Title]	Stephen Fontana, Director of Economic Development			
Finance Review and Submission [Name and Title]	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			

Professional Services Agreement

THIS AGREEMENT is entered into February 4, 2025, by and between the City of West Haven (City) at 355 Main Street, West Haven, Connecticut 06516, United States and COLLIERS ENGINEERING & DESIGN, INC. and its Affiliate Entities (Consultant) at 101 Crawfords Corner Road, Suite 3400, Holmdel, NJ 07733 for the following project:

City of West Haven Downtown Municipal Development Plan

WITNESSETH:

WHEREAS the City and Consultant have agreed upon the consideration in an amount not to exceed \$248,350 for professional services rendered for the project hereby presented as Exhibit A.

WHEREAS the City did authorize the Mayor and City Committee to enter into this written agreement at a regularly scheduled meeting of the Board on October 2, 2024.

NOW, THEREFORE, Consultant agrees to provide the professional services under the following terms and conditions.

1. The City agrees to engage this Consultant and the Consultant agrees to perform the professional scope of services attached that shall be referred to as Exhibit A.
2. The Consultant shall perform all services to be performed hereunder or, in the event he is unable to be present, by a Consultant competent in the field and duly licensed to practice in the State of Connecticut.
3. The total approved contract amount for the project is \$248,350.

Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.

If the City fails to make any payment due the Consultant for services or expenses within sixty days after receipt of a properly rendered statement, the amounts due the Consultant shall include a charge at the rate of 1-1/2 percent per month from said sixtieth day.

4. The Consultant shall secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the City, the Consultant and/or his associated firm and their employees and agents from claims for bodily injury, death or property damage which may arise from the performance of his (their) services pursuant to this proposal. The limits of said Liability Insurance shall not be less than \$1,000,000 with \$1,000,000 excess liability coverage. Automotive liability coverage shall not be less

than \$1,000,000 combined single limit and \$1,000,000 excess liability coverage. If requested, the Consultant shall provide Certificates of Insurance to the City. Such certificates shall provide that the City shall receive (10) days written notice prior to any cancellation or alteration of the policy limits.

The Consultant shall provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Consultant and/or his associated firm for claims which arise from the negligent performance of the Consultant pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$1,000,000 per claim/aggregate.

5. To the fullest extent permitted by law, City shall indemnify, defend and hold harmless Consultant and its agents, officers, directors and employees, subcontracts or Consultants (herein for the remainder of this section collectively referred to as Consultant) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Consultant or any claims against Consultant arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Consultant is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

City agrees to defend, indemnify and hold harmless Consultant from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Consultant which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Consultant. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Consultant of obligations under this Agreement.

6. The services called for in the contract shall be provided commencing on February 17, 2025. Either the City or Consultant can terminate this Agreement within 30 days of written notice served upon the Municipal Clerk, the City Attorney and Consultant (Colliers Engineering & Design, Inc.) Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this agreement with the surviving portion remaining in full force and effect.

7. In performing services, Consultant agrees to exercise professional judgment, made on the basis of the information available to Consultant, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable Consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgement and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a City from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

8. The Consultant agrees all plans, specifications, reports, and other documents ordered by the City and submitted to the City shall remain the property of the City for use by the City in current or future programs.



Engineering
& Design

Unless the City directs otherwise, the Consultant shall provide one (1) electronic copy of all project drawings and associated work products. All work and direct charges shall be billed as herein provided.

9. All documents including drawings and specifications prepared by the Consultant pursuant to this Agreement are instruments of service with respect of the project. They are not intended or represented to be suitable for reuse by City or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk, with no liability or legal exposure to Consultant; and City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

10. Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex.

11. This Agreement shall be governed by the laws of the State of Connecticut.

12. Consultant shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, pandemics, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the City to furnish timely information or approval or disapproval of Consultant's services or work product, delays caused by faulty performance by the City or contractors of any level, or by acts of Government, which, in the opinion of Consultant, could not have been reasonably foreseen. Any such delay will entitle Consultant to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Consultant will notify City of particulars, and the City agrees that Consultant shall not be responsible for damages, nor shall Consultant be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the City. Should a stop work order be received from the City before completion of the project or any task, additional fees may be required to restart the project.

[Signatures to follow]



Engineering
& Design

WITNESS OR ATTEST:

City of West Haven

Name

Name

WITNESS OR ATTEST:

COLLIERS ENGINEERING & DESIGN, INC.

Name

Name



Engineering
& Design

EXHIBIT A

SCOPE OF SERVICES

**CITY OF WEST HAVEN
DOWNTOWN MUNICIPAL DEVELOPMENT PLAN
RFP# 2025-46**

The City of West Haven (the “City”) is issuing this Request for Proposals (“RFP”) for the preparation of a comprehensive downtown municipal development plan (“MDP”) that will support the City’s strategic goal of creating a revitalized, vibrant, destination-oriented City center that focuses on the arts, small businesses, and mixed-use residential developments.

DOWNTOWN WEST HAVEN

West Haven is a culturally diverse city of approximately 56,000 people and 11 square miles that combines the best qualities of a classic New England town and a modern urban community. West Haven’s geographic center, organized around a picturesque town green, is known as its “Village Improvement District,” and contains iconic, recently renovated churches, historic homes, and storied commercial and institutional buildings. The City defines its “Downtown” as that area within the Village Improvement District bounded northerly by Elm Street, westerly by Savin Avenue, southerly by Atwater Street, and easterly by Washington Avenue. The City wants this MDP to address this Downtown area.

RFP PURPOSE

The City seeks proposals from interested Respondents to prepare a Downtown MDP that will provide an actionable strategic roadmap for revitalizing Downtown.

RESOURCES

The City has several resources that Respondents may wish to review prior to preparing an RFP response. They are:

- Downtown West Haven Revitalization Plan and Implementation Strategy (2002)
- Downtown District Design Standards (2008)
- Housing Needs Analysis for Economic Growth (2011)
- Plan of Conservation & Development (2017)
- Bicycle and Pedestrian Plan (2022)

All documents can be found on the Bid’s page of the City of West Haven website below and are attached, in PDF format.

SCOPE OF SERVICES

At a minimum, the City requires that this Downtown MDP:

- Analyze Downtown’s strengths, weaknesses, opportunities, and challenges.
- Evaluate the City’s existing Downtown plans and zoning regulations for alignment.
- Evaluate the boundaries and efficacy of the City’s Central Business District and Village Improvement District zones and provide any recommended changes.
- Identify Downtown properties that could benefit from redevelopment, including those that may be suitable for municipal acquisition, provide redevelopment recommendations for them, and assess the feasibility of such acquisition and/or redevelopment.
- Identify Downtown properties that may require environmental assessment or remediation.
- Describe any potential ordinances, regulations, policies, or approaches that the City may pursue to implement this Downtown MDP’s redevelopment strategies.
- Contain impact analyses and a plan to relocate any businesses affected by implementation of any redevelopment projects initiated pursuant to this Downtown MDP.
- Comply with all state statutory requirements for municipal development plans, including but not limited to CGS Sections 8-127 and 8-189.

TIMELINE/SCHEDULE

The City will consider only RFP responses that adhere to the following timeline/schedule:

Action	Date
Pre-Submission Conference	Friday, January 3, 2025
RFP Submission Deadline	Thursday, January 16, 2025
Respondent Interviews (at the City’s option)	Friday, January 24, 2025
Final Meeting with Preferred Respondent	Tuesday, January 29, 2025
Selection of Awardee	Friday, January 31, 2025
Council/MARB Approval	February 2025
Awardee Commences Project	Spring 2025
Awardee Completes Project	Summer 2025

The City is committed to ensuring that no person is excluded from participation in, denied the benefit of, or subjected to discrimination under any program or activity based on race, color, national origin, disability, age, sex, sexual orientation, or any other protected status. To that end, the City welcomes RFP responses from small, minority, and women-owned firms in particular.

The City must receive RFP responses from interested Respondents no later than Thursday, January 16, 2025 at 3:00 pm. Respondents must deliver one (1) original and five (5) copies of their RFP response, in a sealed envelope clearly marked “RFP #2025-46 Downtown Municipal Development Plan,” to Ms. Kathy Chambers, Sr. Buyer Procurement Analyst, City of West Haven Purchasing Department, 355 Main Street 3rd Floor, West Haven, CT 06516, and send their RFP response electronically, in PDF form, to kchambers@westhaven-ct.gov.

EVALUATION CRITERIA

All Respondents submitting an RFP response must have an active business license, issued by the State of Connecticut, at the time of submission that is valid throughout the entire RFP process.

The City will evaluate and score Respondents’ RFP responses based on the information that they contain addressing specifically and in detail these five (5) criteria:

Criterion	Description	Weight
Project Plan	The Respondent’s proposed approach to preparing the MDP, along with its proposed work program.	40%
Demonstrated Track Record/Overall Team Strength	The Respondent’s qualifications, with a description of past projects for the City, other Connecticut municipalities, and other, similarly situated municipalities, along with a list of references and contact information.	20%
Project Fee	The Respondent’s proposed fee to prepare the Downtown MDP, including its team members’ hourly rates and expense schedules, including anticipated out-of-pocket costs or reimbursable expenses (e.g., travel, materials, etc.). [NOTE: The City will pay for this Downtown MDP from a \$250,000 state Community Investment Fund 2030 grant. Respondents must ensure not only that their RFP responses comply with all relevant state statutes and regulations and not exceed \$250,000, but also that their RFP responses reflect a reasonable and fair fee structure based on the SCOPE OF SERVICES described above.]	20%
Community Involvement	The Respondent’s proposed plan for seeking public input and conducting multi-lingual community engagement, as well as its experience pursuing such efforts.	10%
Timeline	The Respondent’s proposed work program schedule for performing all project activities, including analyses, community engagement, reporting, and key milestones to ensure completion within the project’s planned timeframe.	10%

RESPONDENT SUBMISSIONS/REVIEW AND SELECTION PROCESS

As stated above, the City will evaluate and score Respondents' RFP responses based on the five (5) criteria listed in EVALUATION CRITERIA above. If the City chooses to interview Respondents, which it may do at its sole and absolute discretion, such interviews will review solely the content of Respondents RFP submissions to the City. These interviews will use a standardized set of questions, applicable to all Respondent submissions, designed to address one or more of the criteria described in the EVALUATION CRITERIA above. The City will NOT accept or discuss any supplementary material that Respondents offer in or at any interview.

The City reserves the right to reject any and all RFP responses, to waive any irregularities or informalities in the RFP process, and to accept any RFP response that it deems to be in the best interest of the City. This RFP does not obligate the City to accept any RFP response, award a contract, or pay any costs that Respondents incur to prepare or submit RFP responses. Please note that, if the City chooses to modify this RFP process, any process modifications will require state Department of Economic and Community Development ("DECD") approval. Please also note that, if the City decides to award this RFP to a particular Respondent, the City will require that Respondent to follow relevant standard contract documents (e.g., AIA or EJCDC).

The City will maintain all records of this RFP selection process as required by state and local law and make them available to DECD if and as requested.

The City will require the awarded Respondent to maintain an active Connecticut business license for the duration of the contract period. If the awarded Respondent's license lapses at any time during the contract period, the City will provide a grace period of fourteen (14) calendar days for the awarded Respondent to reinstate its license to active status. If the awarded Respondent fails to reinstate its license within the fourteen-day (14-day) grace period, the City may terminate the contract at its sole and absolute discretion.

Section 5

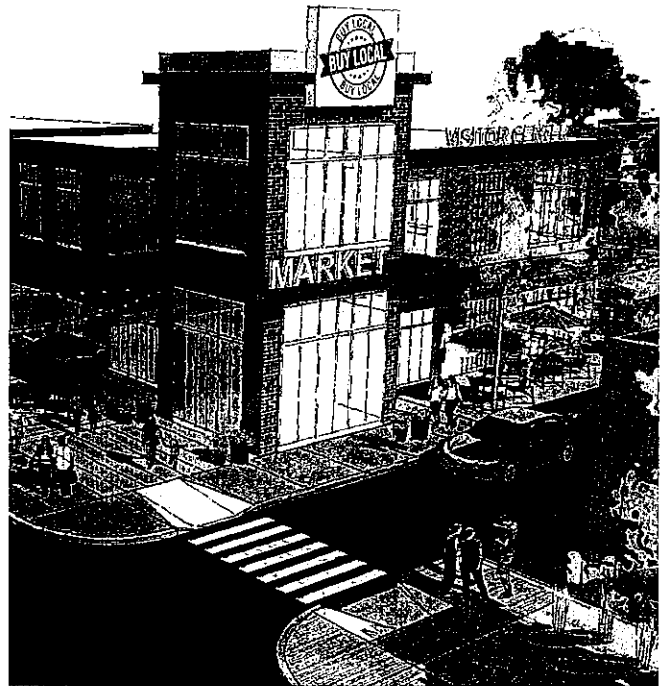
Project Approach

Our Philosophy

We have defined three pillars of “success” as the core of our design philosophy that we believe will be critical to enhance civic pride and reconnect people to their environment and community in downtown West Haven.

Seamlessly People with Place

We believe the foundation of this effort must consider the full spectrum of elements that comprise a vibrant downtown, from diverse residential in close proximity and people, to multi-modal transportation options, site redevelopment options and placemaking improvements that collectively contribute to the creation of a safe, livable and financially resilient community. Cities are complex human environments with a myriad of interrelated – and interdependent – activities and interactions that need to be viewed and considered as such. Our team envisions a plan that enhances the public realm by better interweaving small businesses, arts, and mixed uses into the community fabric. Our approach will utilize creative problem solving to enhance connections that link existing businesses, surrounding neighborhoods and development opportunities into a cohesive network that benefits all users.



Its Not Just Community Engagement, its Community Building

We believe the residents, workers, and business owners in West Haven are the heart of the master planning process. We will utilize a range of methods and techniques to make sure we are asking meaningful questions of the community to truly inform the vision and direction of the planning process. Ultimately, our goal is to work hand in hand with the City to create a robust network of community builders that develop a sense of ownership and are personally invested in seeing West Haven as a thriving and desirable place to live, work, and visit.

Catalyze Investment, Starting Today

Our team believes that capitalizing on development opportunities will be key to building redevelopment momentum. Our philosophy is strongly rooted in the belief that “implementation shouldn’t wait”, and that small incremental changes can be just as transformative, and sometimes more so, as large-scale projects. From the day we sit down for our kick-off meeting with the City of West Haven, our team will begin thinking about how we can advance the community’s vision and facilitate implementation activities. To this

end, the City of West Haven can be assured that our planning process will balance a visionary and progressive approach with project feasibility.

CED's strength in developing adaptable, actionable plans has resulted in significant returns on investment to communities planning dollars. Recent examples include:

- CED recently worked with the City of Rochester to develop the ROC the Riverway Vision Plan. After the plan was submitted to New York State, the City received \$50 million to initiate the first phase of implementation, including a mix of public and private investment projects.
- In the community of Rome, a \$280,000 master planning process, led by CED, leveraged over \$18 million dollars in public and private investment over a 5-year period for a range of public realm and site redevelopment initiatives.

Project Approach

Our approach to the planning process will be based on listening to residents, business owners, and stakeholders, and working collaboratively to integrate and address their needs and objectives through the advancement of design concepts and implementable recommendations. We will use our team's combination of local insights, innovative planning tools, and national leadership in community planning and design to create a unique report that meets the City's goals for reinvigorating Downtown.

Our plan will provide the City of West Haven with a preferred redevelopment plan and an implementation strategy that identifies a range of improvements that will create a strong sense of place and exemplify how public realm improvements can positively influence surrounding land uses and development opportunities. CED's approach will take into account the diversity of uses throughout the study area and its vision for the future. Our process will seek to ensure that all people have equitable access to resources and that productive engagement opportunities are provided throughout the planning process.



Task 1. Project Kick-Off + Management

Project Kick-Off Meeting + Tour

As the driving force behind this initiative, City of West Haven staff will be involved in key decision making associated with this project. Our team will facilitate a kick-off meeting with the City to review scope, engagement activities, schedule and final deliverables. This kick-off meeting will ensure all project team members are beginning the process with an agreed upon understanding of expectations and needs. As part of the kick-off meeting we would like to schedule a study area tour with City representatives and stakeholders to experience the study area together, share insights and ideas and discuss potential on-the-ground opportunities.

Regular Check-In Meetings

After the kick-off meeting, we recommend scheduling monthly check-in calls between our team and the City to regularly touch base on project status, upcoming activities and discuss deliverables. We have found these check-in calls to be an effective way to maintain on-going communications over the course of the project.

Task 2. Community Engagement

The CED team believes in an inclusive engagement strategy. We recognize the importance of a ground up engagement strategy that will build local ownership and pride in downtown West Haven. Our approach to project coordination and public engagement will provide the City with valuable input and a community-based revitalization plan for downtown that will facilitate an open exchange of information and ideas and inform the planning and design process. At the onset of the process, we will development a Public Engagement Plan that defines an agreed upon approach and schedule for community outreach.



Build Trust

by proactively going to residents and keeping them engaged through an iterative process, ensuring they see how their comments are being considered and incorporated.



Identify Stakeholders

by working side by side with community leaders.



Educate and Inform

through offering a range of informal and formal outreach activities.



Provide Meaningful Engagement Opportunities

by fostering relationships and ensuring participants are heard and respected through the process.



Build Partnerships

by promoting a shared vision and building support - and a sense of ownership - for recommended alternatives.

We envision the following engagement methods throughout the planning process, including:

Committee Meetings

We will work with the City to identify a working Committee for the project. We envision meeting with the committee up to four times over the course of the process. This group will be responsible for sharing information with the CED team, reviewing draft materials before being presented to the public and providing overall general direction to the planning process.

Stakeholder Interviews

The CED team believes working side-by-side with local leaders and stakeholders is essential to the planning process and understanding the key desires and needs of the community. We will work with City staff to identify local stakeholders, including but not limited to major property owners, developers, business interests, special interest groups, and residents. We will facilitate meetings over the course of multiple days to gather insights into identified topic areas, such as transportation access, local housing needs, public spaces and business/commercial development.

Project Website and Online Engagement

Online tools such as social media and a project website can become effective centerpieces of outreach efforts. If desired, we have the in-house capabilities to develop a standalone project website that can serve as an information portal, with a direct link from the City's existing webpage. Our team has embedded online surveys and interactive exercises directly into websites that allow for targeted virtual engagement that people can do on their own time, in their own spaces. Translation of documents to be uploaded online will be conducted as needed. Since we can build and host websites with our in-house staff, we have the ability to efficiently and cost-effectively update content on a continuous and regular basis. Please visit one of our active project websites, created and maintained by CED staff, which showcase our online engagement capabilities.

www.activatehomesteadave.com

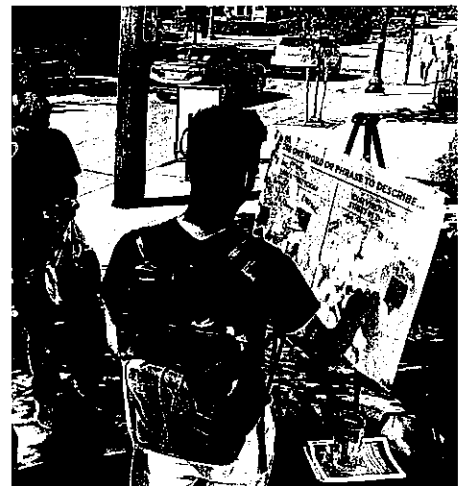
www.bridgeportharborstationreuse.com

www.rochester2034.com

Public Workshops

The CED team prides ourselves in elevating community engagement in a manner that not only educates and informs the community but builds trust and partnerships. Our team offers a variety of innovative and creative methods that will result in substantive and meaningful input into the master plan process. We will continuously work with the City over the course of the planning process to evaluate proposed meeting approaches and make modifications to ensure we are reaching a diversity of voices and perspectives. Translation services will be provided at key points during the engagement process to help achieve this diversity. We envision multiple touch points with the community during the planning process and will consider the following engagement techniques to coordinate with the larger community:

- **“Go to Them” Neighborhood Engagement** | Broadening the ways that members of the public can provide comments to the



project team is critical. By “going to” stakeholders, at locations and in settings where they are most comfortable – such as a local business - we can build trust, foster dialogue and create a continuous feedback loop. By listening first and connecting people with facts about the project in small group settings, we ensure we can take away meaningful public comment.

- **Pop Up Workshops |** We recommend allowing for unexpected engagement opportunities. Our team recommends a “pop up” community meeting at venue(s) in the study area, at locations identified in collaboration with the City. These meetings allow us to meet community members that may not otherwise take part in the planning process.
- **Community Meetings |** In addition to the formats discussed above, a more traditional meeting format can allow for a full exchange of project information and ideas. Piggybacking project meetings with other special events or regularly scheduled community meetings can ensure an active and participatory process.



Visioning

During the engagement process, we will build a repository of the ideas and visions established by local community members and key stakeholders. Our team will help the community to develop an overarching vision statement for Downtown that considers past input and coalesces the community’s ideas and aspirations into a concise, appealing and marketable statement for the future. The Vision and Goals developed for the Downtown Municipal Development Plan will serve as the foundation for identifying future needs, opportunities, and recommended actions.

Task 3. Existing Conditions Analysis

The CED team will complete an analysis of existing conditions within the study area as defined by the RFP. This will provide our team with a baseline understanding of existing land use, infrastructure, transportation characteristics, property ownership, accessibility, development constraints and resources which will allow us to extract key challenges and opportunities related to future development in the West Haven Downtown. Specific elements that will be completed as part of the existing conditions analysis include, but are not limited to:

Existing Document Review

Our team will review existing documents and identify how elements of other plans will be integrated into this effort in a cohesive manner to solidify the City’s vision. Specifically, we will analyze how newer planning documents have modified the policies set forth in the Downtown West Haven Revitalization Plan and Downtown District Design Standards. Existing documents and data will be used as the foundation when preparing the other elements of the Existing Conditions Analysis. The documents we will review include, but are not limited to:

- Downtown West Haven Revitalization Plan and Implementation Strategy (2002)
- Downtown District Design Standards (2008)
- Housing Needs Analysis for Economic Growth (2011)
- Plan of Conservation & Development (2017)
- Bicycle and Pedestrian Plan (2022)

Base Mapping

CED will prepare a set of base maps to visually depict existing conditions information, such as current land use and zoning, roadway classifications, right-of-way information, easements, property ownership, existing pedestrian and bicycle infrastructure/connections, trails, underutilized sites, and parks and public spaces.

Socioeconomic Characteristics

Creating a successful plan requires a solid understanding of the past, present, and future projected economic conditions and demographic characteristics of the community impacted. Our team's approach involves an analysis of socioeconomic characteristics to identify trends that may impact future land use planning and craft recommendations that channel investment into the community.

Land Use & Zoning

Using mapping, we will document and summarize existing land use patterns in and around the study area, specifically analyzing the regulations of the Central Business District and Village Improvement District zones and land uses within those.

Building Inventory

The study area is home to a range of building stock and styles. The CED team will complete an inventory of existing buildings within the study area based on available information from the City of West Haven and curbside assessments as necessary. Our inventory will note general building characteristics (condition, number of stories, materials, transparency, historic value, etc) as well as current occupancy/vacancy and potential for reuse in the future.

Transportation Systems

CED will assess transportation corridors to assess functionality from the perspective of a range of users, including vehicles, pedestrian, bicyclists and public transit users. We will look at safety considerations, ADA accessibility, usability, and aesthetic character to identify any opportunities or deficiencies.



Inner Loop North Transformation Study | Rochester, NY

Public Realm

As part of our site visits, we will inventory and assess the existing character of the public realm as one approaches and experiences being in the West Haven Downtown. We will assess the overall “experience” of the study area, inventory existing formal and informal public spaces and existing amenities and conditions.

Market Analysis

The market analysis will provide an assessment of market opportunities and challenges for the development or rehabilitation of existing development within the Downtown. Our work will begin with examining the broader city and regional market conditions to provide the context and framework for examining the project area. This includes trends in construction costs, vacancy rates, price points, market absorption, etc. We will also examine local market conditions and opportunities by examining the current supply in the project area, including unit mix, tenure, vacancy rates, price points, condition, and other key characteristics. The outcome of the market analysis will be the identification of key development opportunities (commercial, office, residential, entertainment, etc.) as well as constraints and barriers to new development. Specific to housing, a quantitative assessment of the total number of new housing units that can be absorbed in the study area will be provided to calibrate planning so that demand can be met without “saturating” the market. We will deliver our findings of the various types of development/redevelopment uses that have the potential to be successful in the Downtown, along with approximate SF counts per use. This will form the basis of the concepts to be used during the preparation of concept alternatives.

Task 4. Needs and Opportunities

Needs and Opportunities Analysis

Our team will compile all gathered information to provide a summary of existing conditions that will identify key opportunities and development constraints associated with the physical characteristics of the study area. These findings will serve as the basis and inform the conceptual design plan that will seek to breathe life into downtown. Our team will identify how the study area currently reflects a range of applicable planning topics by asking and answering a series of questions. The topic areas summarized below are exemplary and will be modified and refined during the planning process based on discussions with the City and stakeholders, as well as informed by our existing conditions analysis.

Vehicular Transportation – how does the existing roadway/corridor system positively and negatively impact vehicular users in Downtown? What aspects function well? What aspects impact other users, connectivity and accessibility?

Bicycle and Pedestrian Accessibility – Is there adequate infrastructure for walkers and bicycle users, and if not, where are gaps in the system? Is existing pedestrian system adequate for walkers? Is it safe? is it welcoming? Does it offer connections between sites and developments?

Housing – Are there are a diversity of housing options for a range of income levels proximate to the Downtown? What are the needs/desires for infill housing and where does opportunity exist?

Public Art – How can we involve artists in revitalizing public spaces? How can we connect small businesses and artists partner to create improved facades that bring life and culture to commercial corridors?

Placemaking – What physical characteristics exist that contribute to a sense of place? What physical characteristics are missing from the streetscape? Does the physical character of the Downtown and its surrounding neighborhoods create a cohesive and welcoming environment? How do land use patterns

impact the sense of place? How do we define “sense of place” for a variety of users and bring differing perspectives to the design process?

Regulatory Framework – Does the regulatory framework support the vision for the Downtown?

Public Relations – Are there opportunities to provide programs and support to area residents and business owners?

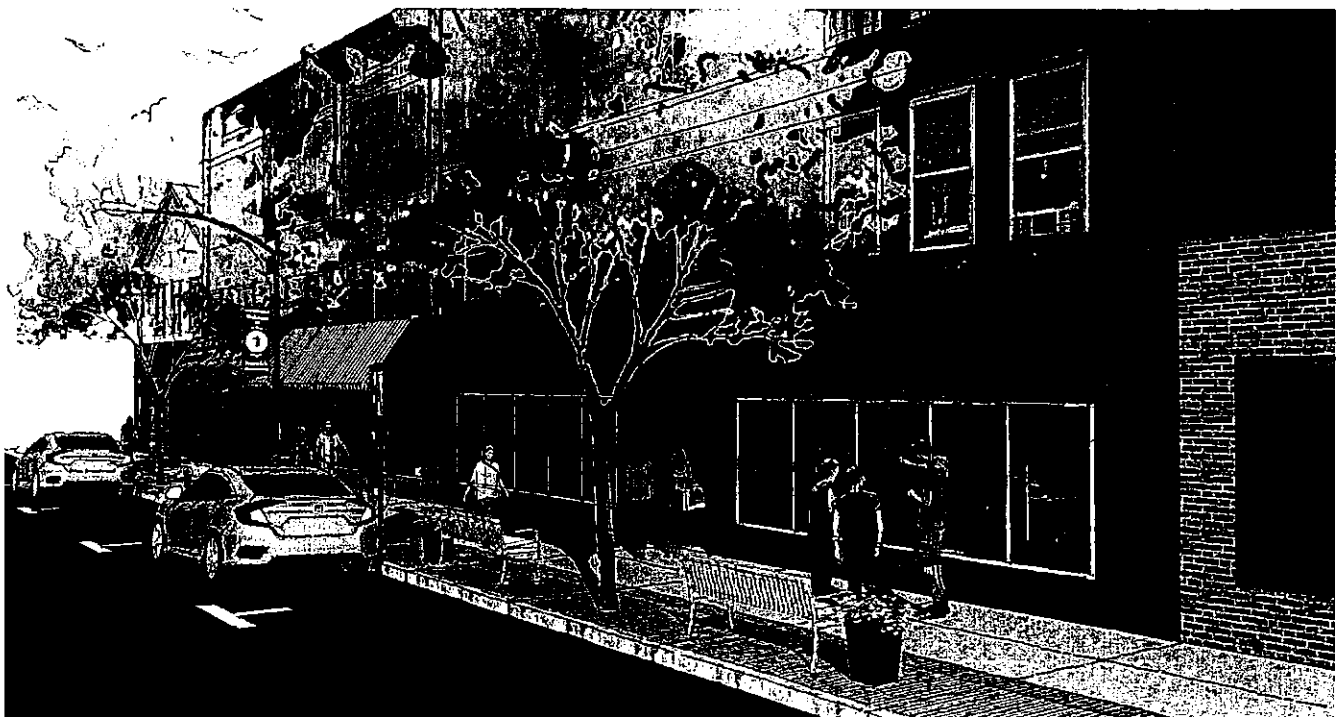
Our team will identify—and present in a graphic format—key strengths, weaknesses, threats and opportunities within the Downtown as they relate to the physical, operational, design, land use and regulatory environment.

Analysis of Zoning Districts

We will analyze the boundaries and regulations of the two zoning districts to find out if they support the community vision for Downtown and how they can be improved, as well as make sure any confusing or “gray area” regulations are identified to be resolved. Here are some questions we may consider while analyzing the districts:

Central Business District: Do these regulations encourage the type of mixed-use development that aligns with both market demand and community vision? Do the standards set forth allow for the type of residential uses sought after by people looking to move to the District? Do the retail development standards allow for the type of development that contributes to a walkable, community-centered character? How can standards best support transit stops and transit-oriented development?

Village Improvement District: Does these regulations adequately protect and preserve the value of historic structures? Do the landscape feature standards contribute the vibrant public spaces? Do these regulations make developing new residential and retail that is consistent with the community vision feasible?



Identification of Strategic Development Sites

During the visioning process, we will listen to the community's feedback on key underdeveloped or vacant sites that have a disproportionate impact on community character, as well as visions for the new types of development the community wants to see for downtown West Haven. Based on these, we will identify sites that present key opportunities to positively impact Downtown. These sites will be candidates for conceptual site-specific designs during the Conceptual Design Plan phase of the plan.

Task 5. Conceptual Redevelopment Plan

Our team will prepare up to three conceptual plan alternatives that look comprehensively at the Village Improvement District from the perspective of new and enhanced public realm and corridor improvements, as well as potential private investment. In developing feasible alternatives, an iterative process will be undertaken to ensure that concepts are reasonable, feasible, and consistent with the goals and objectives identified through the planning process.

We will prepare specific recommendations and plans – presented in both narrative and visual format - that address the following topics:

- Circulation and connectivity
- Parking
- Adaptive reuse and brownfield reuse constraints
- A range of housing options
- Zoning districts and buffers between land uses
- Architectural standards
- New business footprints and infill development
- Vacant and underutilized sites
- Historic district preservation
- Cultural, public, and recreational amenities
- Watershed and sewer management and potential dam removal
- Environmental sustainability and green infrastructure
- Small business development
- Public safety
- Transportation, streetscapes, gateways, wayfinding, and other TOD district improvements
- Historic preservation

Fiscal Impact Analysis

Fiscal impacts of any redevelopment concept will be an important consideration for the development of Downtown. Fiscal impact analysis is a tool for understanding the potential costs to serve a new development (impact on municipal and school services) compared to benefits (tax and other revenues). Camoin Associates will evaluate the net fiscal impact of each development concepts.

Camoin will collect development, demographic, economic, and fiscal data from multiple sources reflecting potential and expected conditions of each development concept. Camoin will interview officials of the City as necessary to provide a comprehensive assessment of the fiscal impacts of the concepts, for example, impacts on provision of fire and police services, water and sewer, etc. Camoin will estimate variable revenues (including license and fee revenues, etc.) and expenses associated with the concepts.

Using this data, we will calculate the effect of the operations of the concepts on the fiscal conditions of the City. We will generate an annual net fiscal impact (revenues less expenditures) statement with a report explaining the methodology, assumptions, results of the analysis in terms of benefits, costs, and net impacts. Once developed, the model can be used to easily assess future changes to development path or plans.

Economic Impact Analysis

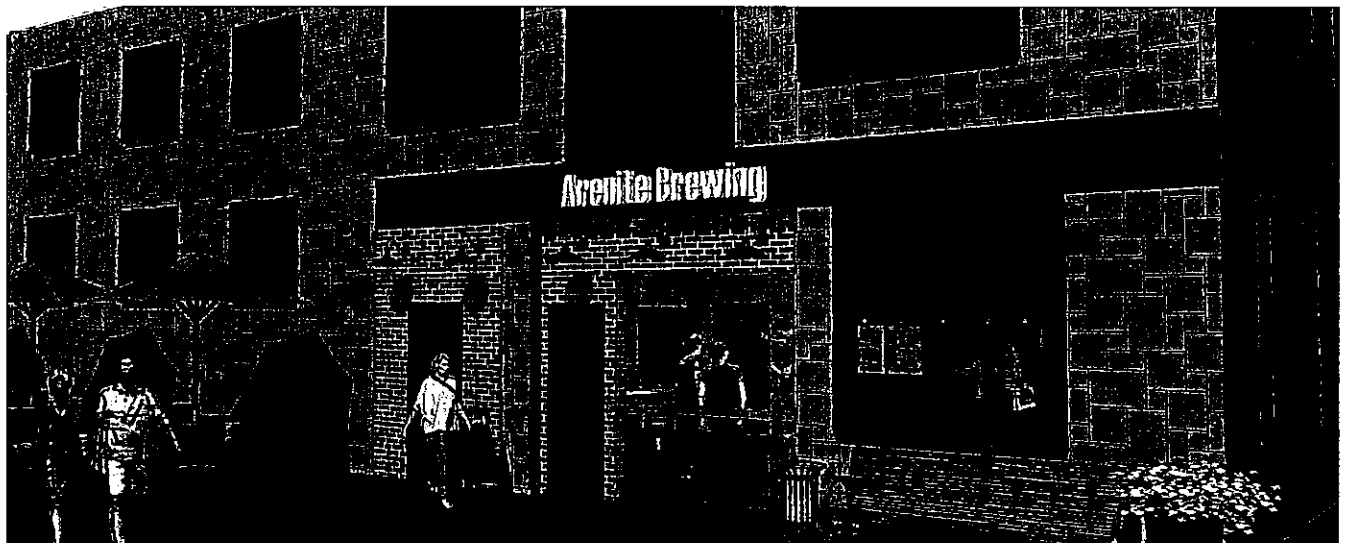
Economic Impact is used to understand the economic impacts (jobs, wages, sales/output) resulting from a development concept. To do this, Camoin will enumerate the economic impacts of each of the three development concepts, to be expressed in terms of total jobs, wages, and output that the concepts will cause to occur in Downtown during both the construction and operations phases of the concept. We will use input-output modeling tools to take the “Direct Effects” (i.e. the jobs, wages and output associated with construction and occupancy) and calculate the “Indirect Effects” (i.e. additional jobs, wages and output caused by the occupants making purchases in the local economy) and the “Induced Effects” (i.e. the additional jobs, wages and output caused by employees spending their wages in the local economy.) The total economic impacts for each phase (construction and operations) are the sum of the Direct Effects, Indirect Effects, and Induced Effects on Downtown and West Haven. With concept impact in place, we will then provide an estimated range of the economic impacts that can be captured by the City.

Preferred Redevelopment Plan

Based on feedback from the City, community representatives, and stakeholders, we will identify a preferred alternative to advance as the Downtown Municipal Development Plan. The following graphic plans will be developed to visually depict recommendations identified in the Downtown MDP and will help to portray the preferred vision and assist the City and stakeholders in communicating ideas and procuring funding for future projects:

Conceptual Site Specific and Area-wide Plans – Based on input from the City and community, CED will develop conceptual site plans for strategic development sites identified through the process, as well as an area-wide plan. Annotated plans will address and identify desired end uses and their impact, access to and within parcels, potential building footprints and relationship to surrounding uses and infrastructure improvements. Plan alternatives will consider both private redevelopment opportunities and public space improvements that help to foster and promote a strong sense of place.

Public Realm Enhancement Plan – We will create a comprehensive plan for the entire study area that depicts the locations and types of streetscape, transportation, and public realm enhancements that will seamlessly integrate existing and future development and public spaces within and around Downtown. These connections will ensure a multitude of unique alternatives that address comfort, safety, accessibility and mobility.



Perspective Views – The CED team will prepare perspective views depicting recommended placemaking nodes and future vision for the study area, including transportation corridors, redevelopment sites and adaptive reuse projects. Perspective renderings will illustrate the vision and desired character for various public spaces, destinations and sites within Downtown.

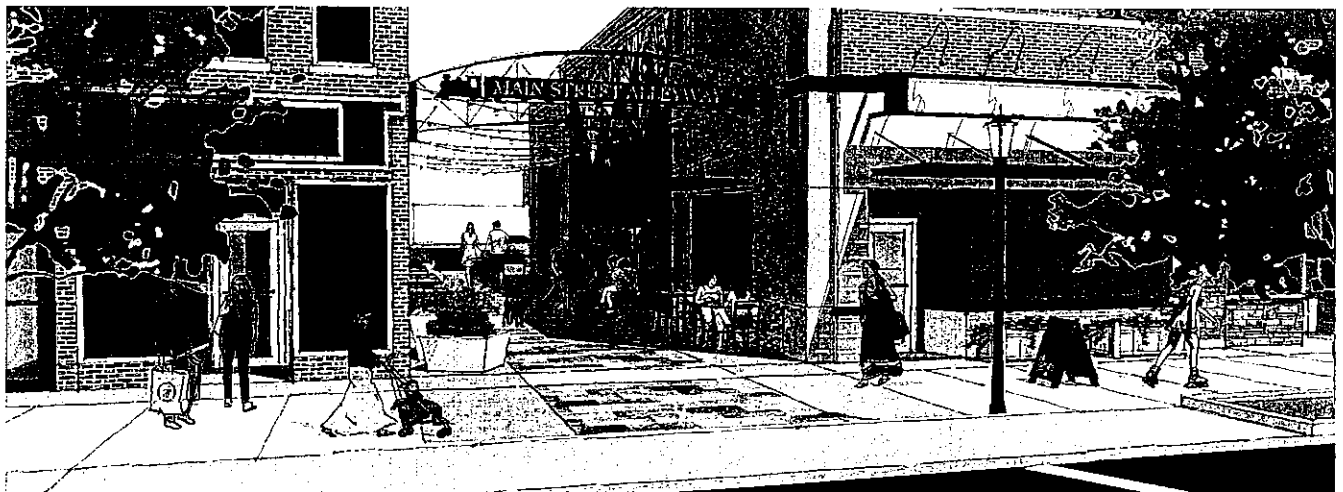
Financial Feasibility Scenarios

The project team will prepare a financial analysis of up to three (3) development scenarios to be considered. For each proposed redevelopment scenario, Camoin will prepare a financial feasibility study that utilizes projections on price/rental points, construction and operating costs, market capture, and other key economic and financial information. The analysis will estimate pre-tax cash flows to the development partners (public and/or private) that will reflect possible leasing and ownership options, and public and private investment requirements. Typically, financial feasibility studies can then be used as part of a developer RFP which shows the developer their potential return on investment should they decide to take on the project. Completing the financial feasibility analysis makes the project more predictable and attractive to developers, making them more likely to consider a redevelopment project.

Small Business Entrepreneurial Strategy

Our team will conduct a small business and entrepreneurial support assessment business landscape in the Downtown West Haven to provide retention and growth strategies. We will undertake this assessment via a variety of approaches. We will include a review of existing reports, research, initiatives, and related materials. We further propose to hold a series of interviews and small focus groups with small businesses and entrepreneurial startups, support organizations, lenders, and philanthropic funders. Armed with the results of this research and analysis, we will produce an evaluation of existing programs and resources to small business owners and entrepreneurs. This assessment will benefit from our understanding of both the State and local resources (via the research above) and leading practices from the successful small business support systems in the US.

Based on the identified needs and opportunities, we will provide strategies and recommendations to promote the retention and growth of small business along with implementable action steps. We know that success for these initiatives requires a robust small business and entrepreneurial support ecosystem, which includes equitable and inclusive access to capital, specialized infrastructure, business assistance, marketing, training, talent, and regulatory/government support.



Task 6. Implementation Strategy

The goal of this effort is to create a community-driven and supported plan for Downtown that leverages existing resources to further support redevelopment in West Haven. Our team will prepare a series of strategies and actions necessary to successfully implement the recommended improvements within the Development Plan, including both physical enhancements, private redevelopment opportunities, and policy and programming recommendations. Recommendations will support the overall vision and goals for the project, which will be confirmed at the onset of the planning process.

These strategies will be organized into an easy-to-follow implementation framework that will identify phasing of projects and short-term priorities for the City and its partners, creating an actionable strategic roadmap. The implementation strategy will be organized as a matrix including a brief description of the recommended project, detailed phases within each project, as well as responsibilities, timeline, and potential funding resources. The CED team will also prepare planning level cost estimates to successfully implement recommended improvements. Cost estimates will be developed to align with available funding opportunities at the regional, state and federal level.

Task 7. Draft and Final Development Plan

The CED team will compile all work developed throughout the planning process into a succinct, informative and graphically-oriented plan that depicts the projects, policies, and actions necessary to realize the community's vision for the Downtown. The exact format of the draft plan will be identified in coordination with the City, but will comply with CGS Sections 8-127 and 8-189. Upon final review of the draft plan by the City, CED will prepare a final document which will provide the City with a guide for moving forward with implementation projects and initiatives. We will also prepare a graphic Executive Summary document that concisely synthesizes key findings and recommendations from the MDP which can be utilized by local officials when sharing with the community, and to support future funding pursuits by the City and others.





Engineering
& Design

EXHIBIT B

PAYMENT PROVISIONS

Section 6

Cost Proposal

The CED team proposes a lump sum fee of \$248,350 to complete the City of West Haven Municipal Development Plan.

This fee is inclusive of project related expenses, such as travel expenses, meeting production expenses and general project printing requirements. A breakdown of fee by primary task is included below for reference. We are happy to work with the City to ensure the project fee and scope align with available resources and City needs.

Task	Principal	Project Manager	Planner / Designer	Engineer	Camoin - Analyst	Subtotal per task
Task 1. Project Kick-Off	8	8	8	0	0	\$4,960.00
Task 2. Community Engagement						
Committee / Coordination Meetings	20	20	20	0	10	\$14,450.00
Stakeholder Meetings	0	40	22	4	18	\$15,680.00
Project Website / Online Engagement	2	8	40	0	0	\$8,300.00
Public Workshops (x3)	24	24	60	0	0	\$20,460.00
Task 3. Baseline Analysis	8	30	80	16	80	\$39,930.00
Task 4. Needs and Opportunities	10	45	0	6	26	\$17,975.00
Task 5. Conceptual Master Plan	15	110	100	24	145	\$75,405.00
Task 6. Implementation Strategy	8	40	50	4	6	\$19,720.00
Task 7. Draft and Final Master Plan	15	42	100	0	6	\$28,970.00
Subtotal of hours per person	110	367	480	54	291	
Rate per hour	\$270	\$195	\$155	\$195	\$205	
Subtotal of fee by employee	\$29,700	\$71,565	\$74,400	\$10,530	\$59,655	
					Subtotal	\$245,850.00
					Expenses	\$2,500.00
					TOTAL	\$248,350.00