

**NOTICE OF ALDERMANIC MEETING
OF
THE CITY OF NEW HAVEN
GREETINGS**

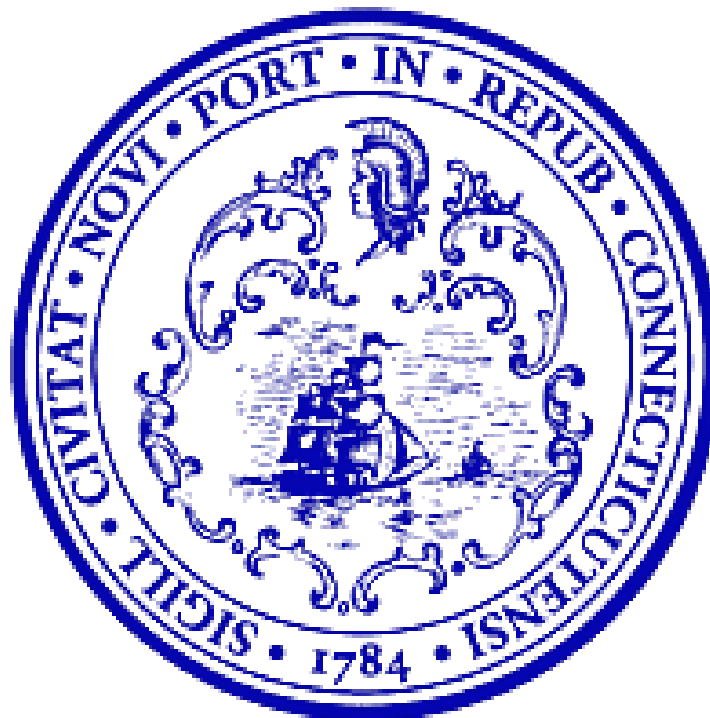
You are hereby required to meet in the Aldermanic Chambers of the City of New Haven on the date and time below.

TUESDAY 6TH DAY SEPTEMBER 2022

At 7:00 PM

Given under my hand this 2nd Day of September 2022


(Hon Justin Elicker)



The Seal of The City of New Haven

BOARD OF ALDERS
REGULAR MEETING
AGENDA
September 6, 2022

Attendance

Divine Guidance

Approval of the Journal of the August 1, 2022, Regular Meeting of the Board of Alders.

UNANIMOUS CONSENT

1. Order concerning real property taxes of Jean Francois Couvertier on motor vehicle tax account 615440.
2. Order concerning real property taxes of Jason Hylton on motor vehicle tax accounts 763210, 812216, and 828194.
3. Order concerning real property taxes of Rodney Huff on his motor vehicle tax account numbers 680300, and 697407.
4. Order concerning real property taxes of Rodriguez Jimenez on motor vehicle tax account 661965.
5. Order concerning real property taxes of Cealvetta Keeton on motor vehicle tax accounts 812782 and 828835
6. Order concerning real property taxes of Gregory Melendez on motor vehicle tax account 773848.
7. Order concerning real property taxes of Lorgia Molina on motor vehicle tax accounts 798938 and 837670.
8. Order concerning real property taxes of Danielle Moore on motor vehicle tax accounts 683003 and 700510.
9. Order concerning real property taxes of Idelier Pettigrew-Watson on motor vehicle tax accounts 89503, 91746, and 91983.
10. From the City Clerk submitting a Resolution approving the application to and acceptance of a 2023 Historic Documents Preservation Grant of \$10,500.00 from the State of Connecticut Public Records Administrator in conjunction with the State Library.
11. From the Deputy Chief Administrative Officer submitting a Order approving street closure of Trumbull Street from Whitney Avenue to Orange Street for a free community arts celebration open house/block party on Sunday, October 2, 2022.
12. From the Director of Marketing and Events for the Town Green District submitting an Order approving the street closures of Chapel Street from College Street to High Street to York Street for the New Haven Night Market on Friday, October 14, 2022.
13. **Tax Abatement. Favorable.**
Order concerning real property taxes of Community Action Agency of New Haven- tax account numbers 52411 and 7239.

BOARD OF ALDERS
REGULAR MEETING
AGENDA

September 6, 2022

COMMUNICATIONS

14. From Alderpersons Antunes and DeCola requesting a public hearing or workshop be held to discuss building codes or ordinances modifications regarding electric vehicle fires and make a plan that will protect our citizens, their homes & businesses and visitors.
15. From the City/Town Clerk submitting a Order approving the Office of The City Clerk to enter into a multiyear lease agreement with Prism Office Solutions from July 1, 2022 to June 30, 2022 for cost per copy and copier management services for public photocopy services.
16. From the Manager of Human Resources and Benefits submitting a Ordinance Amendment adopting changes to Article 18 (pension) of the Executive Management and Confidential Employees' personnel and procedures manual clarifying the pension benefits of the positions of Chief of Staff, Budget Director and Chief Technology Officer; and amending the manual ti to include the City Budget Director, Chief Technology Officer and Manager of Human Resources and Benefits as key employees.
17. From the City Budget Director, Deputy Chief Administrative Officer and the City Acting Controller submitting an Ordinance Amendment to appropriating ordinance number 1, of the Board of Alder approved fiscal year 2022-23 budget: seeking approval for the reclassification of general fund positions within the Human Resources Office, Office Of The Assessor, Parks And Public Works Department, And Police Department.
18. From the City Budget Director and Acting Controller submitting an Order authorizing the Mayor, Budget Director, or Controller to enter into a one year commercial lease agreement and execute any amendments that may arise, with Gateway Partners, LLC, in the amount of four-hundred and forty thousand-two hundred and sixty-two dollars (\$440,262) in regard to the city of New Haven Health Department Offices and Public Health Clinic for Fiscal Year 2022-23.
19. From the Director of Choice & Enrollment Office submitting an Order authorizing the execution of the Board Of Education agreement with Schoolmint, Inc. the period of July 1, 2022 to June 30, 2025.
20. From the Darnell Goldson, Member, New Haven Board of Education submitting a request to for the Board of Alders to review and investigate the policies and procedures related to the awarding contracts for the New Haven Public Schools and the Board of Education.
21. From Ann T. Demayo submitting an Order of the New Haven Board of Alders abating (deferring collection of) real property taxes due on her residence grand lists of 2020 and 2021.
22. From Cheryl Hyslop-Antunes submitting an Order of the New Haven Board of Alders abating (deferring collection of) real property taxes due on her residence grand list of 2021.
23. From Leon Sargeant and Cheryl Vitelli submitted an Order of the Board of Alders abating (deferral of collection of) real property taxes due on their residence grand lists of 2018 through 2021.
24. From James C. Onofrio submitting an order abating (deferring collection of) real property taxes due on his residence grand lists of 2020 and 2021.

BOARD OF ALDERS
REGULAR MEETING
AGENDA
September 6, 2022

FIRST READINGS

25. City Services and Environmental Policy. Favorable.

- a. Order of the New Haven Board of Alders regarding a workshop concerning flooding and heat wave vulnerabilities due to climate change in the City of New Haven.
- b. Order of the New Haven Board of Alders authorizing the Mayor to submit an application to and to accept the award from the FEMA emergency management performance grant program in the amount of \$68,469.45.
- c. Order of the New Haven Board of Alders authorizing the Mayor to sign an agreement with the United States Department of The Army and sign any associated federal and/or state agreements, agreements with contractors and other documents that may be desirable or necessary, including any subsequent amendments to agreements to design a flood wall and pump station along the Long Wharf Harbor to address storm surge floods and shoreline erosion at the I- 95 corridor, rail yard, business district, and public park.
- d. Order of the New Haven Board of Alders authorizing the Mayor to accept the Building Resilient Infrastructures and Communities grant (BRIC) from the Connecticut Division of Emergency Management and Homeland Security (DEMHS) on behalf of The Federal Emergency Management Agency (FEMA) and to accept funding from the State of Connecticut Department of Transportation (CTDOT) under the Local Transportation Capital Improvement Program (LOTICIP) and sign any associated state agreements, agreements with contractors and other documents that may be desirable or necessary, including any subsequent amendments to agreements to build a 10 foot stormwater micro tunnel from Union Avenue to the New Haven Harbor to address inland flooding the Downtown, Hill, And Long Wharf neighborhoods.

26. Legislation. Favorable.

- a. Ordinance amendment to the New Haven Code Ordinances to modernize city ordinances to reflect language that is respectful to people with disabilities.
- b. Ordinance Amendment to the New Haven Code of Ordinances by the establishing a temporary twelve (12) month moratorium on the submission and acceptance of applications for building permits, site plans, variances, special exceptions, special permits, lot splits and rezoning amendments within The Long Wharf Responsible Growth Plan Area (“Moratorium Area”); providing for authority; legislative findings of fact; moratorium area; temporary moratorium imposed; exemptions, duration of temporary moratorium; and severability.

27. Tax Abatement. Favorable.

Order abating (deferring collection of) real property taxes due from Edward J. Shaw Jr. on his residence grand list of 2021.

BOARD OF ALDERS
REGULAR MEETING
AGENDA
September 6, 2022

SECOND READINGS

28. Aldermanic Affairs. Favorable.

- a. Order of the New Haven Board of Alders approving the reappointment of Leslie Radcliffe to the City Planning Commission.
- b. Order of the New Haven Board of Alders approving the appointment of Edward Mattison to the Commission on Equal Opportunities.
- c. Order of the New Haven Board of Alders approving the appointment of Melissa L. Singleton to the Commission on Equal Opportunities.
- d. Order of The New Haven Board of Alders approving the appointment of Ms. Jeanette Sykes to the Library Board of Directors.
- e. Order of the New Haven Board of Alders approving the appointment of Mr. Richard Munday to the Historic District Commission.
- f. Order of the New Haven Board of Alders approving the appointment of Kenya Adams Martin to the Board Of Park Commissioners.
- g. Order of the New Haven Board of Alders approving the appointment of Sean Buskey to the Peace Commission.
- h. Order of the New Haven Board of Alders approving the appointment of Sal Punzo to the Port Authority Board of Commissioners, as the Board of Alders Representative.
- i. Order of the New Haven Board of alders approving the reappointment of Giovanni Zinn to the Port Authority Board of Commissioners.
- j. Order of the New Haven Board Of Alders approving the reappointment of Linda Townsend Maier to the New Haven Redevelopment Agency.

29. Aldermanic Affairs. Leave to Withdraw.

- a. Order of the New Haven Board of Alders granting Leave To Withdraw to the communication titled "Order of the Board of Alders approving the appointment of Nicholas Fabiani to the Port Authority Board Of Commissioners."
- b. Order of the New Haven Board of Alders granting Leave To Withdraw to the communication titled "Order of the Board of Alders approving the appointment of Elaine Braffman to the GNHWPCA Board of Directors."
- c. Order of the New Haven Board of Alders granting Leave To Withdraw to the communication titled "Order of the Board of Alders approving the appointment of Erica Holahan's reappointment for Peace Commission."

BOARD OF ALDERS
REGULAR MEETING
AGENDA

September 6, 2022

30. City Services And Environmental Policy. Favorable.

- a. Order of the New Haven Board of Alders approving a request for a Residential Parking Zone On Mill River Street between State Street and I-91.
- b. Order of the New Haven Board of Alders approving a request of the Purchasing Agent on behalf of the Office of Building Inspection and Enforcement for an emergency procurements in the amount of \$ 62,585.00 for the emergency demolition of 27 Valley Place North.
- c. Resolution of the New Haven Board of Alders authorizing the Mayor to accept funding from the Connecticut Department of Energy And Environmental Protection (CTDEEP) and sign any associated state agreements, agreements with contractors and other documents that may be desirable or necessary, including any subsequent amendments to agreements, regarding improvements to Peat Meadow Park.
- d. Resolution of the New Haven Board of Alders authorizing the Mayor to accept funding from the Connecticut Department of Energy and Environmental Protection (CTDEEP) and sign any associated state agreements, agreements with contractors, and other documents that may be desirable or necessary, including any subsequent amendments to agreements, regarding improvements to East Shore Park.
- e. Order of the New Haven Board of Alders authorizing the Board of Park Commissioners to accept an in-kind donation from Project Backboard for the repair and resurfacing of two basketball courts at Goffe Street Park/Degale Field.

31. Finance. Favorable.

Order of the New Haven Board of Alders to read and file the communication titled "From Sisters In Diaspora Collective submitting a proposal for the use of ARP Covid-19 relief funds to reduce housing inequity in the city".

32. Legislation. Favorable.

Ordinance Amendment amending the New Haven Code of Ordinances regarding the Fair Rent Commission and Tenants' Unions.

33. Tax Abatement. Favorable.

- a. Order Concerning Booker T. Washington Academy requesting tax assistance on property located At 804 State St. New Haven, CT 06511.
- b. Ordinance of the New Haven Board Alders enacting language for the purposes of (I) classifying The Towers at Tower Lane, (II) providing an abatement of real estate taxes for The Towers At Tower Lane and (III) authorizing the Mayor to enter into a tax abatement agreement with the owner of The Towers at Tower Lane in accordance with Section 8-215 of the Connecticut General Statutes and Section 28-4 of the Code of General Ordinances.
- c. Order abating (deferring collection of) real property taxes due from Robert Fiengo on his residence, grand list of 2021.

BOARD OF ALDERS
REGULAR MEETING
AGENDA
September 6, 2022

34. Tax Abatement. Leave to Withdraw.

From Christian Community Action submitting a request to approve an Order authorizing a Tax Abatement between the City of New Haven and Christian Community Action for 660 Winchester Avenue.

MISCELLANEOUS

35. Motion to Discharge.

From the Chair of the City Services and Environmental Policy Committee submitting a motion to discharge the City Services and Environmental Policy Committee from consideration of the following item and take it up for immediate action.

Order of the Board of Alders of the City of New Haven authorizing the Mayor to apply for and accept funding from The Infrastructure Investment And Jobs Act (IIJA) of 2022 in a manner consistent with the Safe Routes For All (SRFA) citywide active transportation plan and to adopt said plan.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF RODRIGUEZ
JIMENEZ ON MOTOR VEHICLE TAX ACCOUNT 661965.

..Body

WHEREAS: Rodriguez Jimenez has old motor vehicle tax accounts; and

WHEREAS: Rodriguez Jimenez wants to pay these tax bills; and

WHEREAS: Rodriguez Jimenez is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account number 661965 be forgiven

BE IT FURTHER ORDERED that Rodriguez Jimenez will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 661965

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF JEAN FRANCOIS
COUVERTIER ON MOTOR VEHICLE TAX ACCOUNT 615440.

..Body

WHEREAS: Jean Francois Couvertier has an old motor vehicle tax account; and

WHEREAS: Jean Francois Couvertier wants to pay these tax bills; and

WHEREAS: Jean Francois Couvertier is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account number 615440 be forgiven

BE IT FURTHER ORDERED that Jean Francois Couvertier will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax account 615440.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF RODNEY HUFF ON HIS MOTOR VEHICLE TAX ACCOUNT NUMBERS 680300, AND 697407.

..Body

WHEREAS: Mr. Huff has old motor vehicle tax accounts from 2006 to 2008; and

WHEREAS: Mr. Huff had his car repossessed in 2009, and

WHEREAS: Mr. Huff is too poor to pay and is asking the Board of Alders for assistance.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF JASON HYLTON ON
MOTOR VEHICLE TAX ACCOUNTS 763210, 812216, AND 828194.

..Body

WHEREAS: Jason Hylton has old motor vehicle tax accounts; and

WHEREAS: Jason Hylton wants to pay these tax bills; and

WHEREAS: Jason Hylton is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 763210, 812216, and 828194 be forgiven

BE IT FURTHER ORDERED that Jason Hylton will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 763210, 812216, and 828194

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF CEALVETTA
KEETON ON MOTOR VEHICLE TAX ACCOUNTS 812782 AND 828835

..Body

WHEREAS: Cealvetta Keeton has old motor vehicle tax accounts; and

WHEREAS: Cealvetta Keeton wants to pay these tax bills; and

WHEREAS: Cealvetta Keeton is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 812782 and 8228835 be forgiven

BE IT FURTHER ORDERED that Cealvetta Keeton will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 812782 and 8228835

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF GREGORY
MELENDEZ ON MOTOR VEHICLE TAX ACCOUNT 773848.

..Body

WHEREAS: Gregory Melendez has an old motor vehicle tax account; and

WHEREAS: Gregory Melendez wants to pay these tax bills; and

WHEREAS: Gregory Melendez is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account number 773848 be forgiven

BE IT FURTHER ORDERED that Gregory Melendez will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax account 773848.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF LORGIA MOLINA ON
MOTOR VEHICLE TAX ACCOUNTS 798938 AND 837670.

..Body

WHEREAS: Lorgia Molina has old motor vehicle tax accounts; and

WHEREAS: Lorgia Molina wants to pay these tax bills; and

WHEREAS: Lorgia Molina is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 798938 and 837670 be forgiven

BE IT FURTHER ORDERED that Lorgia Molina will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 798938 and 837670

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF DANIELLE MOORE
ON MOTOR VEHICLE TAX ACCOUNTS 683003 AND 700510.

..Body

WHEREAS: Danielle Moore has old motor vehicle tax accounts; and

WHEREAS: Danielle Moore wants to pay these tax bills; and

WHEREAS: Danielle Moore is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 683003 and 700510 be forgiven

BE IT FURTHER ORDERED that Danielle Moore will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 683003 and 700510.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF IDELIER
PETTIGREW-WATSON ON MOTOR VEHICLE TAX ACCOUNTS 89503,
91746, AND 91983.

..Body

WHEREAS: Idelier Pettigrew-Watson has old motor vehicle tax accounts; and

WHEREAS: Idelier Pettigrew-Watson wants to pay these tax bills; and

WHEREAS: Idelier Pettigrew-Watson is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 89503, 91746, and 91983 be forgiven

BE IT FURTHER ORDERED that Idelier Pettigrew-Watson will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 89503, 91746, and 91983

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation (if applicable)
<input type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: August 30th, 2022

Meeting Submitted For: September 6th, 2022

Regular or Suspension Agenda: Regular

Submitted By: May Beyreed, Assistant City Clerk, 946-8342

Title of Legislation:

FROM THE CITY CLERK SUBMITTING A RESOLUTION APPROVING THE APPLICATION TO AND ACCEPTANCE OF A 2023 HISTORIC DOCUMENTS PRESERVATION GRANT OF \$10,500.00 FROM THE STATE OF CONNECTICUT PUBLIC RECORDS ADMINISTRATOR IN CONJUNCTION WITH THE STATE LIBRARY

Comments: UC is being requested for this item.

LEGISTAR FILE ID: LM-2022-0396

Coordinator's Signature: _____

Controller's Signature (if grant):  _____

Mayor's Office Signature:  _____

Call (203) 946-7670 with any questions.
bmontalvo@newhavenct.gov

CITY OF NEW HAVEN



OFFICE OF THE CITY CLERK
200 ORANGE STREET, 2nd Floor
NEW HAVEN, CONNECTICUT 06510

PHONE: (203) 946-8346 or 8339 | FAX: (203) 946-6974

Michael B. Smart
City Clerk

Mamie Gardner
Deputy City Clerk

August 23, 2022

Hon. Tyisha Walker, President
New Haven Board of Alders
165 Church Street
New Haven CT 06510

RE: RESOLUTION RE HISTORIC DOCUMENTS PRESERVATION GRANT (CITY CLERK'S OFFICE)

Dear Alder Walker:

Attached is the above named resolution, which we purpose for your honorable board's consideration. As the resolution states, this allows us to apply for and accept a grant of \$10,500.00 made available to us under a formula from the State of Connecticut for the preservation of records.

This office collects an additional \$3.00 fee per document recorded of which \$1.00 is set aside into a special account for preservation of land records and \$2.00 is sent directly to the State Public Records Administrator.

Since its' inception in the year 2000, we have applied for and received this grant. The funds have allowed us to recreate land recordings dating back to the early 1900's allowing the public to do a title search back 59 years via the internet back to 1953. For a fee, the images can be printed via the internet. The money generated is used to help offset the \$500.00 monthly fee charged for internet service to the public.

Because of the routine nature of this matter, we request you purpose this for unanimous consent. We will be happy to answer any questions that you, staff, or your colleagues may have on this item.

Sincerely,

Michael B Smart
City Clerk

..title

FROM THE CITY CLERK SUBMITTING A RESOLUTION APPROVING THE APPLICATION TO AND ACCEPTANCE OF A 2023 HISTORIC DOCUMENTS PRESERVATION GRANT OF \$10,500.00 FROM THE STATE OF CONNECTICUT PUBLIC RECORDS ADMINISTRATOR IN CONJUNCTION WITH THE STATE LIBRARY

...BODY

Whereas; Public Act 00-145 “An act Concerning Real Estate Filings and the Preservation of Historic Documents” establishes a historic documents preservation account for the preservation and management of historic documents, charging the State of Connecticut Public Records Administrator with the responsibility of establishing and administering an historic preservation grant program to help municipalities to enhance and improve the preservation and management of historic documents; and

Whereas; The City Clerk’s Office, City of New Haven has under this program had \$10,500.00 for FY 2022 made available to them as a “Large Municipality” (population 100,000 or greater) for the conversion film to digital imaging which information will be available via internet for the near future – and

Whereas; This grant will allow the City Clerk’s Office to convert aperture cards to digital images of map books 28-58 making these records more easily accessible and preserved; and

Now Therefore Be It Resolved; That Justin Elicker, Mayor of the City of New Haven is empowered to execute and deliver in the name and on behalf of this municipality a contract with the Connecticut State Library for an Historic Documents Preservation Grant.

Be It Further Resolved; That the City Clerk is authorized to certify this resolution as prescribed by the State of Connecticut.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of): ALL

WARD # ALL

DATE: **August 22, 2022**

FROM: Department/Office Office of the City/Town Clerk
Person May Beyreed, Deputy Telephone 946-8342

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders in the near future:

FROM THE CITY CLERK SUBMITTING A RESOLUTION APPROVING THE APPLICATION TO AND ACCEPTANCE OF A 2023 HISTORIC DOCUMENTS PRESERVATION GRANT OF \$10,500.00 FROM THE STATE OF CONNECTICUT PUBLIC RECORDS ADMINISTRATOR IN CONJUNCTION WITH THE STATE LIBRARY

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Alders.

FISCAL IMPACT STATEMENT

DATE: August 22, 2022
FROM (Dept.): City/Town Clerk
CONTACT: May Beyreed, Deputy City Clerk PHONE (203) 946-8342

SUBMISSION ITEM (Title of Legislation):

FROM THE CITY CLERK SUBMITTING A RESOLUTION APPROVING THE APPLICATION TO AND ACCEPTANCE OF A 2023 HISTORIC DOCUMENTS PRESERVATION GRANT OF \$10,500.00 FROM THE STATE OF CONNECTICUT PUBLIC RECORDS ADMINISTRATOR IN CONJUNCTION WITH THE STATE LIBRARY

List Cost: Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

	GENERAL	SPECIAL	BOND	CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE
A. Personnel				
1. Initial start up		0		
2. One-time	0			
3. Annual		0		
B. Non-personnel				
1. Initial start up		0		
2. One-time	10,500			
3. Annual		0		

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>

1. One-time 10,500
2. Annual

Other Comments: See State Library Grant contract

NOTICE OF INTENT

**NOTIFICATION TO THE BOARD OF ALDERMEN REGARDING PROPOSED GRANT
AND CONTRACT APPLICATIONS TO BE MADE BY THE CITY OF NEW HAVEN
DURING THE PERIOD:**

PROGRAM NAME:

NEW CONTINUATION
(Check One of the Above)

FUNDING LEVEL AVAILABLE TO PROJECT: \$10,500

FUNDING SOURCE: State of Connecticut

PURPOSE OF PROGRAM: Historic Document Preservation for Office of the City/Town
Clerk

BRIEF SUMMARY OF CITY'S PROPOSAL: Historic Document Preservation

MATCH REQUIREMENT FROM GENERAL FUND (if any): None

ALLOWABLE INDIRECT COST: N/A

DEPARTMENT SUBMITTING APPLICATION: Office of the City/Town Clerk

CONTACT PERSON: Michael Smart, City/Town Clerk, or May Beyreed, Deputy
City/Town Clerk

DATE: August 30th, 2022

GRANT SUMMARY

Grant Title:	Historic Document Preservation Grant
MUNIS #:	1000-20706
City Department:	Office of the City/Town Clerk
City Contact Person & Phone:	May Beyreed, Deputy Town Clerk (203) 946-8342
Funding Level:	\$10,500
Funding Period:	July 1, 2022 through June 30, 2023
Funding Source:	State of Connecticut
Funding Source Contact Person & Phone	State Library
Purpose of Program:	Historic Document Preservation
Personnel (salary):	\$0
Personnel (Worker's Comp):	\$0
Personnel (Med. Benefit):	\$0
Non-Personnel (total):	\$10,500
Non-Personnel (M & U):	\$0
New or Renewal?	Renewal
Limits on spending (e.g., Admin. Cap)?	Document Preservation
Reporting requirements: Fiscal	State of Connecticut
Reporting requirements: Programmatic	State of Connecticut
Due date of first report:	End of Fiscal Year 2023
Audit Requirements:	Annual City Audit and State Audit

EXECUTIVE SUMMARY

State of CT Library: FY 23 Historic Document Preservation Grant renewal

Office of the City/Town Clerk of New Haven

August 30, 2022

Funding request: \$10,500 for Fiscal Year 2023

The Office of the City/Town Clerk of New Haven seeks renewal funding from the State of Connecticut State Library to preserve the historic documents in the City Clerk's vaults.

Funds will be used to:

- Support the preservation of historic documents in the City Clerk's vaults.

This is an annual grant, whose funding amount may vary based on available State funds.

Instructions: Returning the Contract

Scan and Return by Email Only

Please follow these steps:

1. Have the Municipal CEO sign and date the Contract.

- Clearly print name, title, email address, municipality name and mailing address.
- Use the **FULL municipality name** (ie, **City of __** or **Town of __** format). That is, it must match the **name as shown on page 1** of the Contract. *It may be helpful for the clerk to fill in this section **before** forwarding the contract for signature.*

2. Scan the signed Contract – all 4 pages – and email by August 5, 2022 to:

leann.burbank@ct.gov

- First check your attachment to ensure that:
 - The scan includes **all 4 pages** of the Contract.
 - All information in the Municipality section on page 4 has been completed -- including the **FULL municipality name** (see STEP 1 above)
- If unable to meet this return deadline, send an email by August 5th to request an extension.
- Do not mail the hard copy.** Keep it on file until the final executed copy has been received.

3. Wait for notification before beginning the grant.

- The town clerk will be notified by email when the contract has been executed by the State Library and a copy will be provided. Please note that contracts are processed in batches and require turnaround time.
- Grant project work and expenditures may begin only after the contract has been fully executed.

**Historic Documents Preservation Program
Connecticut State Library
Hartford, Connecticut 06106**

GRANT CONTRACT

Targeted Grant FY 2023, Cycle 1 — Grant #093-OI-23

This contract made between the State of Connecticut, Connecticut State Library (hereinafter “State Library”) and the **City of New Haven** (hereinafter “Contractor”) pursuant to C.G.S. §§ 11-8i through 11-8n, inclusive.

WHEREAS, the State Library’s Office of the Public Records Administrator administers the Historic Documents Preservation Grant Program (“Program”) for the purpose of preserving and managing historic documents;

WHEREAS, all Connecticut municipalities are eligible to apply for a Targeted Grant (“Grant”) from this Program; and

WHEREAS, the Contractor is a municipality;

NOW THEREFORE, in consideration of the aforesaid and the mutual promises hereinafter contained the parties do hereby agree as follows:

1. The State Library hereby authorizes a Grant for an amount not to exceed **\$10,500.00** (hereinafter “Grant Funds”), for the following (hereinafter referred to as the “Project”) as approved in the municipality’s Targeted Grant Application on **June 30, 2022**, on file at the State Library:

A. Records conversion project to improve access to a collection of public records.

B. Records indexing project to improve access to a collection of public records.

2. **The approved Project Budget is as follows:**

	Expense Type	Funds Approved
1.	Consultants/Vendors	\$ 10,500.00
2.	Equipment	\$
3.	Supplies	\$
4.	Town Personnel Costs	\$
5.	Other (specify)	\$
6.	TOTAL	\$ 10,500.00

The Contractor is responsible for any Project expenses greater than the Grant Funds.

3. **Contract Period.** The Contractor shall complete the Project and expend the Grant Funds as described in the Project Budget within the contract period. The contract period is from **July 1, 2022, or the date of approval of this contract by the State Librarian or, if applicable, the Connecticut Attorney General, whichever is later, through June 30, 2023.** Any Grant Funds remaining unexpended on **June 30, 2023**, must be returned to the State Library with the *Project Evaluation/Expenditure Report*.
4. **Payment.** The State of Connecticut shall assume no liability for payment of services under the terms of this contract until the Contractor is notified that this contract has been approved. Payment to the Contractor shall be processed within 45 days of approval of this contract, or within 45 days of the first day of this contract period, whichever is later.

5. **Contract Amendment.** To request approval for a change to the Grant's purpose, methodology, budget and/or completion deadline, the Contractor shall submit an *Amendment Request Form*, available on request from the State Library, to the State Library at least two (2) months prior to the then-current end of the contract period. (a) The State Library must approve any changes to the Grant's purpose and/or methodology which are deemed significant by the State Library. (b) The State Library must approve any budget reallocation that exceeds ten percent (10%) of the total Grant Funds. The Contractor may reallocate up to ten percent (10%) of the total Grant Funds among line items contained in the approved Project Budget as detailed in Paragraph 2 of this contract without prior approval. (c) The State Library must approve any extension to the completion deadline. The Contractor must notify the State Library immediately if difficulties arise that could affect the timely completion of all grant work and expenditures. Extensions are at the sole discretion of the State Library and will not be considered except in the most extenuating situations beyond the municipality's control.
6. **Final Report.** The Contractor shall submit a *Project Evaluation/Expenditure Report*, available on the State Library website at ctstatelibrary.org, for receipt at the State Library by **September 1, 2023**. Failure to submit a completed *Project Evaluation/Expenditure Report* for receipt by the due date may result in termination of the Grant and the requirement that the Contractor return the full Grant Funds, as well as loss of eligibility for the next grant cycle. This filing deadline shall not be extended. Financial and other supporting documentation for the grant must be maintained by the municipality as part of the grant file in accordance with the municipal records retention schedules.
7. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable claim whatsoever. If requested, certificates of such insurance shall be filed with the State Library prior to the performance of services.
8. **Indemnification.** The Contractor 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 Contractor or any of its officials, agents, or employees of the Contractor's obligations under this agreement. It is further understood that such indemnity shall not be limited by any insurance coverage which is required herein Paragraph 7.
9. **Audit Requirements for State Grants.** For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the State Library for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.
10. **Inspection of Work Performed.** (a) The State Library or its authorized representative shall at all times have the right to enter into the Contractor's or subcontractor's premises, or such other places where duties under this Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with C.G.S. § 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to State Library representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Written evaluations pursuant to this paragraph shall be made available to the Contractor. (b) The Contractor must incorporate this section verbatim into any contract it enters into with any subcontractor providing services under this contract.
11. **Refund.** The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions and shall make such refund within thirty (30) days from the notice in writing by the State. In the event that the Contractor fails to make such refund, the State shall deduct such amount from any current or future sums owing to the Contractor on the part of the State from any source or for any purpose whatsoever.

12. **Governing Law.** This contract and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.
13. **Assignment.** The Contractor shall not assign any of its rights or obligations or sublet under this contract, voluntarily or otherwise, in any manner without the prior written consent of the State Library. The State Library may void any purported assignment in violation of this paragraph and declare the Contractor in breach of contract. Any cancellation by the State Library for a breach is without prejudice to the State Library or the State's rights or possible claims.
14. **Claims Against the State.** The sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
15. **Executive Orders and Other Enactments.**
 - (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the State Library shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the State Library's authority to require compliance with the Enactments.
 - (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
 - (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (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; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
16. **Termination.** The State may terminate this contract upon thirty (30) days written notice to the Contractor if the Contractor fails to comply with this contract or time schedules to the satisfaction of the State. In the event of such a termination, the State shall not be responsible for any future payments to the Contractor, and the State may recover any payments already made to the Contractor by any available means, including the withholding of grants of funds otherwise due the Contractor from the State.
17. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.

18. **Entire Agreement.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the State Library. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable. This contract shall be binding upon and shall inure to the benefit of the Contractor and its successors.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Municipality:

_____ Signature of Municipal CEO, duly authorized	_____ Date
_____ Name <i>(Print Clearly)</i>	_____ Title <i>(Print Clearly)</i>
_____ Municipality <i>(Use "City of _" or "Town of _" Format)</i>	_____ Email
_____ Municipality Mailing Address <i>(Print Clearly)</i>	

Connecticut State Library:

_____ Deborah E. Schander, State Librarian	_____ Date
---	---------------

For STATE LIBRARY Use Only:

Fund	Department	SID	Program	Account	Project	Budget Ref.
12060	CSL66094	35150	73001	55070	CSL Non. Proj.	2023

Rev. 06/2022

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting a grant to the state you must write a Resolution)
<input checked="" type="checkbox"/>	Prior Notification Form
<input type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation
<input checked="" type="checkbox"/>	E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: August 22, 2022

Meeting Submitted For: September 6, 2022

Regular or Suspension Agenda: Regular

Submitted By: Rebecca Bombero

Title of Legislation:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING STREET CLOSURES – CHAPEL STREET FROM COLLEGE STREET TO HIGH STREET TO YORK STREET FOR THE NEW HAVEN NIGHT MARKET ON FRIDAY, OCTOBER 14, 2022.

Comments: LEGISTAR FILE ID: LM-2022-0356

Respectfully request UC.

Coordinator's Signature: 

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



Town Green District

Downtown New Haven

August 16, 2022

Honorable Tyisha Walker
President of the Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker,

It is with great excitement I submit to the Board of Alders the request for street closure to facilitate the October 2022 New Haven Night Market street festival event.

The New Haven Night Market is an evening street festival, slated to return to downtown New Haven on October 14, 2022, hosted by downtown's special services district Town Green District. The New Haven Night Market is a bi-annual celebration of all things New Haven – art, music, shopping, dining, activities, nonprofits & more! The event is about bringing out folks who reside, visit, work and learn here out for an evening of experiences, connections, fun, and most importantly community.

As the SSD for downtown New Haven, our priority in all our events is the vitality of downtown businesses and promotion of the City as a whole to be a destination. We showcase all there is to offer, bolstering commerce at the brick & mortar storefronts within and around the Night Market street closure area, while supplementing the Market with independent/entrepreneur artists, markers and business people from the Greater New Haven area. This event has taken place 5 times in the past - 4 times in the 9th Square Neighborhood, along Orange Street between Chapel and George, and once on College Street between Elm and Chapel in May 2019. There was of course a large hiatus taken in 2020-2021. As we bring the event back to its regular, bi-annual schedule, we hope to return to the Chapel Street Historic District but in a location that more directly supports commerce and businesses located along Chapel and College Streets.

The duration of this event will be held from 5-10PM on October 14, 2022 with a full stage of live music performing on the hour, every hour, ongoing free activities for people of all ages, special art gallery hours, dining & shopping pop-ups and promotions, a vast selection of free-to-play games, and much more.

Road closures to begin setting up equipment are to take place from 8:30AM on October 14, along Chapel Street from College Street to High Street. Access to Chapel Street from Crown and High Streets will remain open to traffic until 1PM at which point High Street will be closed to

facilitate equipment set up on Chapel Street from High Street to York Street. During the Market, we have worked with NHPD to create a plan for safety and accessibility on High Street to residents. One extra duty officer with a vehicle will be stationed at the corner of Crown and High to ensure no vehicles enter during the event. Along Chapel, additional extra duty officers with vehicles will be posted at the corners of College and Chapel to block the street, along with 2 additional roaming officers in attendance of the Market throughout the evening. Break down of the event will begin at 10PM and Chapel Street will be reopened by 12AM. Please see the layout map and budget on the supplemental document submitted.

As the event organizer and Director of Marketing & Events for Town Green District, I am requesting Board of Alder approval of the road closures listed above in support of the New Haven Night Market coming to the Chapel Street Historic District.

Sincerely,

A handwritten signature in black ink, appearing to read 'Francesca Vignola', written in a cursive style.

Francesca Vignola
Director of Marketing & Events
Town Green District

Supplemental Documents:
October 2022 Layout/Map
October 2022 Budget

..TITLE

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING STREET CLOSURES – CHAPEL STREET FROM COLLEGE STREET TO HIGH STREET TO YORK STREET FOR THE NEW HAVEN NIGHT MARKET ON FRIDAY, OCTOBER 14, 2022.

..body

WHEREAS, the New Haven Night Market is an evening street festival slated to return to downtown New Haven on October 14, 2022, and is hosted by Town Green Special Services District; and

WHEREAS, the New Haven Night Market is a bi-annual celebration of all things New Haven – art, music, shopping, dining, activities, non-profits and more, bringing out all who visit, work, and learn out for an evening of experiences, connections, fun, and most importantly community;

NOW, THEREFORE, BE IT ORDERED THAT THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN HEREBY AUTHORIZE STREET CLOSURES – CHAPEL STREET FROM COLLEGE STREET TO HIGH STREET TO YORK STREET FOR THE NEW HAVEN NIGHT MARKET ON FRIDAY, OCTOBER 14, 2022.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO: All

DATE: September 6, 2022

FROM: Department Chief Administrator's Office
Person Rebecca Bombero Telephone 946-7903

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN
APPROVING STREET CLOSURES ASSOCIATED WITH THE NEW HAVEN
NIGHT MARKET ON OCTOBER 14, 2022

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

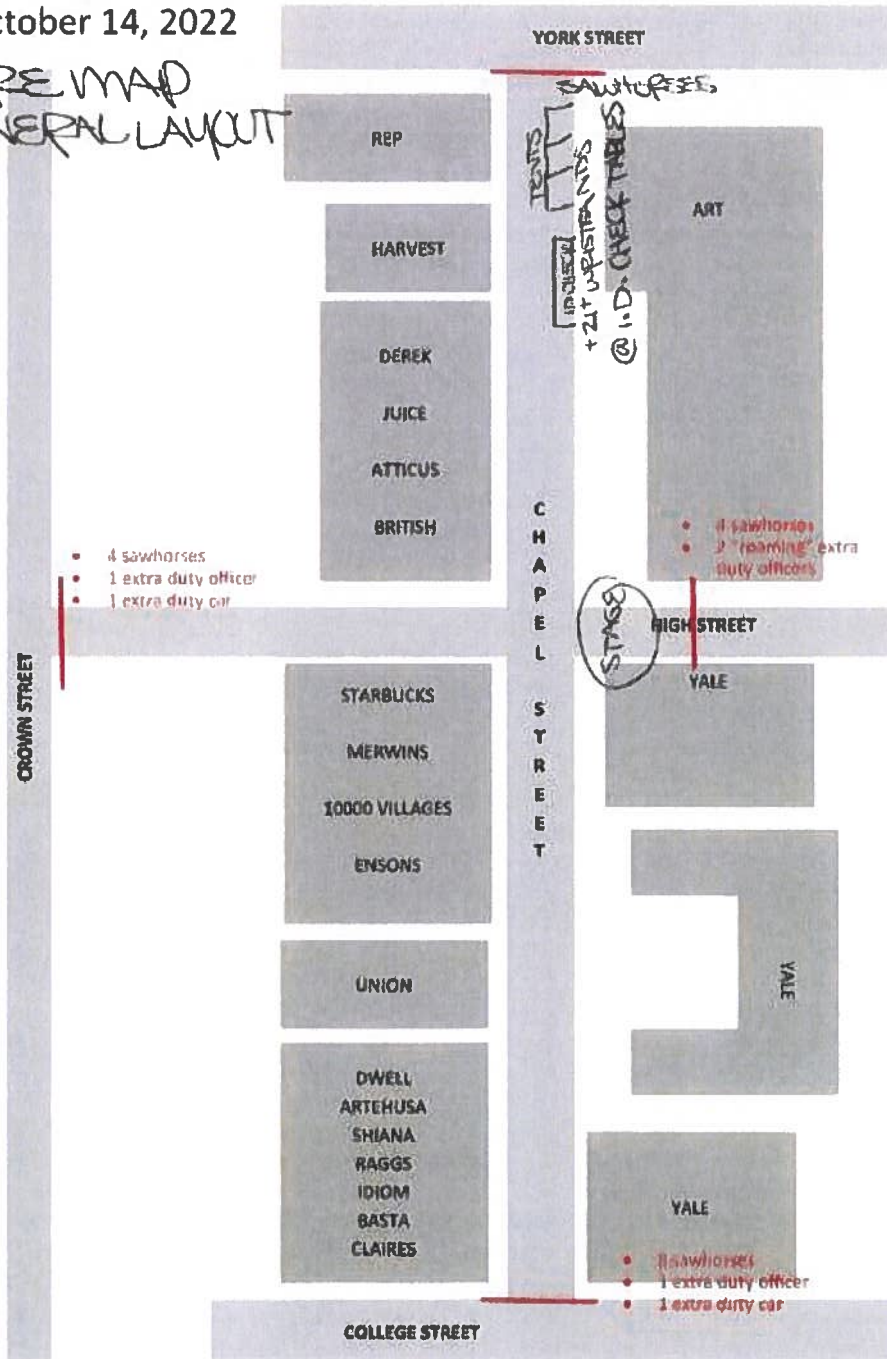
INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alders affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Alders

New Haven Night Market
Street Layout Map

New Haven Night Market
Friday, October 14, 2022

CLOSURE MAP
w/ GENERAL LAYOUT



New Haven Night Market

October 2022 Budget

Permitting, fees, City of New Haven fees:	\$8,500
Printing, signage, marketing:	\$3,500
Music, stage management:	\$3,500
Equipment rental:	\$2,500
Additional games, activities, entertainment:	\$2,000
TOTAL:	\$20,000

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting a grant to the state you must write a Resolution)
<input checked="" type="checkbox"/>	Prior Notification Form
<input type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation
<input checked="" type="checkbox"/>	E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: August 25, 2022

Meeting Submitted For: September 6 2022

Regular or Suspension Agenda: Regular

Submitted By: Rebecca Bombero

Title of Legislation:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING STREET CLOSURE OF TRUMBULL STREET FROM WHITNEY AVENUE TO ORANGE STREET FOR FREE COMMUNITY ARTS CELEBRATION OPEN HOUSE/BLOCK PARTY ON SUNDAY, OCTOBER 2, 2022.

Comments: LEGISTAR FILE ID: LM-2022-0403

Respectfully request UC.

Coordinator's Signature: 

Controller's Signature (if grant):

Mayor's Office Signature: 



CITY OF NEW HAVEN
JUSTIN ELICKER
MAYOR

CITY HALL

REGINA Y. RUSH-KITTLE
CHIEF ADMINISTRATIVE OFFICER

165 CHURCH ST.
NEW HAVEN, CT 06510
(203) 946-7900
FAX (203) 946-7911

August 24, 2022

Honorable Tyisha Walker
President of the Board of Aldermen
165 Church Street
New Haven, CT 06510

Dear President Walker,

On behalf of the event organizers I am respectfully requesting the Board approve a resolution to allow street closures on Sunday, October 2, 2022, for a free Community Arts Celebration Open House/Block Party on Trumbull Street.

As the President of the Board of Alders, I solicit you to give full support for the event, which will include family-friendly art activities and tours both inside and out. The organizers have demonstrated broad support for their event through their petition and have successfully answered and addressed all staff reviewers questions and concerns.

Therefore, we are glad to support the application for whatever permits are necessary to accomplish the closing of the streets.

Very truly yours,

Rebecca Bombero
Deputy Chief Administrative Officer

..TITLE

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING STREET CLOSURE OF TRUMBULL STREET FROM WHITNEY AVENUE TO ORANGE STREET FOR FREE COMMUNITY ARTS CELEBRATION OPEN HOUSE/BLOCK PARTY ON SUNDAY, OCTOBER 2, 2022.

..body

WHEREAS, a free community arts celebration will take the form of an open house/block party on the afternoon of Sunday, October 2, 2022; and

WHEREAS, there will be family-friendly art activities and tours both inside and out; and

WHEREAS, the road closures are necessary for this event between 1 pm and 5 pm as noted in the Special Event Application;

WHEREAS, the event will detour traffic to Humphry Street and the organizers will provide signage;

WHEREAS, local traffic will be permitted from Orange Street to Lincoln Street and provide access to Bradley Street and local traffic will be permitted from Whitney Ave to the Parking Lot for Trumbull Street.

NOW, THEREFORE, BE IT ORDERED THAT THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN HEREBY AUTHORIZE STREET CLOSURES – TRUMBULL STREET FROM WHITNEY AVENUE TO ORANGE ON SUNDAY, OCTOBER 2, 2022.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO: All

DATE: August 25, 2022

FROM: Department Chief Administrator's Office
Person Rebecca Bombero Telephone 946-7903

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN
APPROVING STREET CLOSURE OF TRUMBULL STREET FROM WHITNEY
AVENUE TO ORANGE STREET FOR FREE COMMUNITY ARTS CELEBRATION
OPEN HOUSE/BLOCK PARTY ON SUNDAY, OCTOBER 2, 2022.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alders affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Alders



CITY OF NEW HAVEN- DEPT. PUBLIC WORKS
 34 MIDDLETOWN AVENUE
 NEW HAVEN, CT 06513
 Telephone (203) 946-7700
 Fax (203) 946-7357



Jeffrey Pescosolido
 Director

Permit & License Center - Contractors Division 200
 Orange Street, Room 501
 Phone: 203-946-5758 Fax: 203-946-8049

Justin Elicker
 Mayor

Special Event Application

Application Number: SE-22-00335

Date: 08/04/2022

Applicant: Debbie Hesse
 51 Trumbull St
 New Haven, CT 06510-1004
 (203)907-4151 info@elycenter.org

Location: Trumbull Street

Application Type: Special Events Street

Description of Work:

We are planning a free community arts celebration on the afternoon of Sunday, October 2nd that will take the form of an open house and block party. There will be family friendly art activities and tours both inside and out.

Application Event Details:

Event Name	The Ely Center Block Party
Event End Time	5pm
Event Date	10/02/2022 04:00:00
Event Start Time	2pm
Set Up Time	1pm
Est Attendance	400
Break Down Time	5pm

Event Logistics:

Will this event take place on a street	Yes
Will this event take place on a sidewalk	Yes
Will this event require a street closure	Yes
Will this event require a rolling closure	Yes
Will your event be serving food	Yes
Will food be cooked on site during event	Yes
Will food be provided by Food Trucks or Food Carts	Yes
Will the event be Catered	No
Will there be any merchandise sold during the event	Yes

Event Logistics Cont:

Will the event begin or end at a City of New Haven Park	No
Will the event have a tent larger than 400 sq ft	No
If yes to start or end at a park, which park	
Will the event involve music through amplified speakers	Yes
Will the event require the use of generators or electrical supply	No
Will Port-o-lets be provided	No
Indicate the number of Port-o-lets and the company that will be providing these services	

Ely Center of Contemporary Art

@ John Slade Ely House Galleries

Dear Trumbull/Lincoln/Bradley Street Neighbor.

You may have read in the news that the Ely Center for Contemporary Art at 51 Trumbull Street was recently able to save the building from the sale to a developer, thereby keeping the building as a free community art center and resource for the City of New Haven.

We are very proud of our free programs and exhibitions that have been presented over the past 6 years, and we now look forward to offering an even richer set of programs and culture for years to come.

To usher in this new chapter, we are planning a free community arts celebration on the afternoon of **Sunday, October 2nd** that will take the form of an open house and block party. There will be family-friendly art activities and tours both inside and out.

In order to obtain City approval to close off the street, we must gather signatures of support for our permit application. Please add your name and contact info to our sign-up sheet, or sign below and drop off this sheet in our mail box at 51 Trumbull Street.

We look forward to seeing you soon, and please **SAVE THE DATE**, October 2, 2 - 5 pm. Please feel free to contact us at info@elycenter.org if you have questions or concerns in the meantime. We are always open for a visit during our open hours: Sunday, Monday and Wednesday 12 - 5 pm, and Thursdays, 3 - 8pm.

Warm Regards,
The ECOCA Team

Yes, I approve the use of a portion of Trumbull Street for October 2nd, 2 - 5pm.

Name:

Address:

Email:

Signature:

Date:

WWW.ELY CENTER.ORG

•••

51 TRUMBULL STREET ••• NEW HAVEN CT 06510

Whitney

Parking

OLMO

XXXX

← Barriers

Threshold

ECOA

XXXX

← Barriers

LINCOLN

Threshold

ORANGE

Please add your name, address, email, and signature in support of a Sunday Oct 2 afternoon block party closure of TRUMBULL ST

No.	FIRST	LAST	ADDRESS	SIGNATURE	EMAIL	DATE
01	Yolande	C	406 orange st		NewHaven HotCakes1025. com	
2	Tine	C		T.C		
3	Claudia	C		CC		
4	Jen	Jiang		↓ J		
5	Bruce	Che	375 orange st	BC		
6	M.	Constance		MC	nameHearttoSmiles.com	
7	Barb	Nangle	24 Woodward Ave #47	Barb Nangle	Barb@HigherPowerAC.com	7/13/22
8	Joanna	Beer	95 Audubon St		JBEENYC@gmail.com	
9	Shelley	Quiala	195 Church Street, 12th floor New Haven, CT 06510	Shelley 	sqiala@artidea-org7/13/22	
10						
11						
12			139 Orange St New Haven, CT 06510	Leigh Podchaiski	info@knownconsulting.com	
13	Gino	Cardone	360 Greene St	Gredde	gino@cardone.com	7/22
14	Tom	Novak	65 Trumbull		tom@novak.com	7/14
		Sambina	65 Trumbull		sfarese@dymplac.com	7/14
		Jason Sobocinski	93 Whitney		info@cobroktcher.com	7/14
		JASON SOBOCINSKI	93 Whitney		JASON@CASEUSNEWHAVEN.COM	

- 15 Raphael Bastele C3 Nesh St GRAPH BASTEK@GMAIL
- 16 ZENA ALEXIADES 70 MEADON ST ZENA@OLMOKITZHUW.COM
- 17 LIZZIE CARPENTER 541 ORCHARD ST LIZZIE.CARPENTER88@gmail
- 18 Felice Duffy 67 Timber fduffy@duffyland.t
- 19 Anne Curtis k2 Linden FANNM.DYH
- 20
- 21 ~~RAAGY CRANSTON~~ 95 CANNON bsgreenstripvn@ymail.com
- 22 Wyatt Sloan 39 Linden ANNE.CURTIS@YALE.EDU
- 23 PATTY BOZZER 100 AUDUBON pbozzere nmsnewham.07
- 24 P. BOY
- 25 TIM GARTER 1199 WINTHROP AVE TIMGARTER@gmail.com
- 26 T. HORN
- 27 TYAS GARNER 104 AUDUBON ST TYASGARNER8@gmail.com
- 28 ROBERT FUCI, JR. 375 ORANGE STREET ROBBIEWAECART@SMISCOND.NH
- 29 SAKINA HAYAT 33 S ORANGE ST SHARPT SAMIYATA@GMAIL.COM

Please add your name, address, email, and signature in support of a Sunday Oct 2

Name address

theontofamilia.com
email

30

N. Summer Wick 375 Orange St. New Haven 06511 dlw@familia.com

31

D. Delarosa 2 Lincoln St New Haven 06510 ddemarco@kclawyers.net

32

S. Yang 28 Lincoln Way New Haven CT 06510 shayne@newhavenpramse.org

33

A. Bernard 80 Audubon St. New Haven CT 06510 regyskar@creativeworkshop.org

34

Reggie Wadley 80 Audubon St. Newtown CT 06510 rwadley@creativeartsworkshop.org

35

Rahisha Bivens 1375 Orange St. New Haven 06511 rahishabivens@yahoo.com

36

DeWardle 114 Whitney Ave New Haven 06510 info@newhavenmuseum.org

37

Kimberly Carew 114 Whitney Ave. N.H. 06510 adultprograms@newhavenmuseum.org

38

Ann Campbell 100 Arch St. New Haven CT security@newhavenmuseum.org

39

Philip Corso 340 Whitney Philicorso@gmail.com

40

Uri Rosenshine ~~378~~ 378 Whitney Ave. New Haven 06511 urosenshine@gmail.com

41

David Oriach 374 Whitney Ave New Haven 06511 oppyshuh@gmail.com

42

Ratan Komer ~~374~~ 374 Whitney Ave New Haven 06511 rkr@ivan@gmail.com



43

Jesse Phillip ~~139~~ 139 Orange St. New Haven 06510 jphillip@hcc.com








44

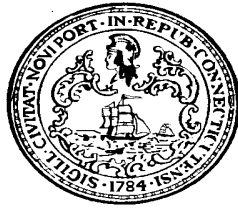
Amy Henderson ~~139~~ Orange St. New Haven, CT 06510

Please add your name, address, email, and signature in support of a Sunday Oct 2 afternoon block party closure of TRUMBULL ST.

- 45 Your CBD store 75 Washington Avenue, North Haven CT 06473
(Vanessa Moreno) 203 909 7505 (Known Networking) ~~theheartofwellness19@gmail.com~~ 
- 46 Linda Jones 332 Kneeland Rd Linda@newhavenarts.org 
New Haven CT
- 47 Luis Reyes 139 Orange St 4th Floor New Haven IREYES@hrgroup.com
- 48 Steve Roberts 63 Gibbs Street New Haven CT push to start 203@gmail.com
- 49 Bark & Vine 49 Orange Street New Haven CT hello@barkandvineshop.com
- 50 Bark + Vine 49 Orange St. New Haven CT cskrastak@gmail.com
- 51 Bark + Vine 49 Grange St. New Haven CT Mariabhn@iclad.com

Tried 59 (No one home) 2 buildings

Name:	Address:	Signature:	Email:
Jane Fitzgerald	15 Eld St.		jfitzgerald@oppeace.org.
• Bill Rankin	27 Lincoln St.		billrankin@gmail.com
• Meredith Mira	27 Lincoln St.		meredith.mira@gmail.com
Michael Panola	52 Trumbull St.		Mpanola@DTE.com
Mahdeen Khan	64 Trumbull St.		mahdeenkhan99@gmail.com
Kelsey McDonald	45 Trumbull St.		Kelsey@roomunity.com
Ivan M. Katz	57 Trumbull St.		



**CITY OF NEW HAVEN
BOARD OF ALDERS**

Gerald M. Antunes
Alder, Ward 12

Vice Chair
Aldermanic Affairs Committee

Member
Public Safety Committee
Vice Chair
Black & Hispanic Caucus

195 Weybosset Street
New Haven, CT 06513-1024

Telephone: (203) 772-1988
E-mail: Ward12@newhavenct.gov

August 31, 2022

Honorable Tyisha Walker-Myers
President, Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Re: Electric Vehicle Fires

Dear Madam President:

With new technology and the public interest in lower emissions and use of fossil fuels the auto industry has started a new push to establish the elect vehicle as the primary, and in some cases, only mode of transportation for the American public.

Electric vehicles are powered with lithium-ion batteries that can be especially dangerous when they catch fire.

In recent days the possibility of electric vehicle fires has come to reality with the July 23rd, 2022, fire of a new Connecticut Transit electric bus, at their facility in Hamden, near the town line.

Lithium-ion battery fires are difficult to extinguish due to the thermal chemical process that produces great heat and continually reignites. Fire officials said that may have to let this type of fire burn itself out because it can't be extinguished. That could take up to three (3) hours or more.



Electric vehicles with lithium-ion batteries burn hotter, faster, and require far more water to reach final extinguishment. And the batteries can re-ignite hours or even days after the fire is initially controlled, leaving homes or other structures and our emergency responders at risk.

Some car manufacturers are switching from lithium-ion battery cells to lithium iron phosphate (LFP) batteries. Other major automakers are also substituting LFPs but for nickel or cobalt formulations in some of their electric vehicles. These are generally believed to be a lot safer.

With those facts in mind, we feel that we as a city should be prepared and in a preventive mode when it comes to charging stations and home charging units or devices.

Public safety is paramount. Therefore, we ask that a public hearing or workshop be held to discuss building codes or ordinance modifications. And make a plan that will protect our citizens, their homes and businesses and visitors.

Sincerely,

Gerald Antunes

Gerald Antunes
Alder, Ward 12

Salvatore E. DeCola
Alder, Ward 18

Electric vehicle fires

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CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation (if applicable)
<input type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: August 30TH, 2022

Meeting Submitted For: September 6TH, 2022

Regular or Suspension Agenda: Regular

Submitted By: May Beyreed, Assistant Town Clerk, 946-8342

Title of Legislation:

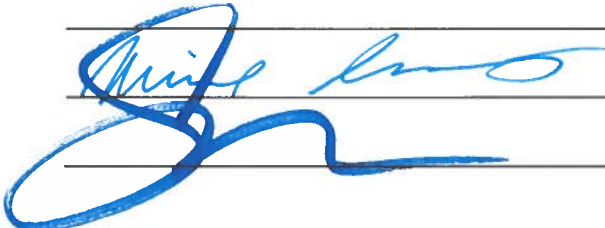
ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE OFFICE OF THE CITY CLERK TO ENTER INTO A MULTIYEAR LEASE AGREEMENT WITH PRISM OFFICE SOLUTIONS FROM JULY 1, 2022 TO JUNE 30, 2022 FOR COST PER COPY AND COPIER MANAGEMENT SERVICES FOR PUBLIC PHOTOCOPY SERVICES.

Comments: LEGISTAR FILE ID: LM-2022-0407/ 0409

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



Call (203) 946-7670 with any questions.
bmONTALVO@newhavenct.gov

CITY OF NEW HAVEN



OFFICE OF THE CITY CLERK
200 ORANGE STREET
NEW HAVEN, CONNECTICUT 06510
203)946-8346/8339 fax 946-6974

Michael B. Smart
City Clerk

Mamie Gardner
Deputy City Clerk

July 29, 2022

August 23, 2022

Hon. Tyisha Walker, President
New Haven Board of Alders
165 Church Street
New Haven CT 06510

RE: Prism Office Solutions Copiers

Dear Alder Walker:

We are asking for the continuation of a multi-year lease agreement with Prism Office solutions.

We have leased with the company for the past 10 years with good success.

The availability of these copiers to public takes the burden off our staff and gives the public the freedom to use the online service, or use the recorded book, or to open an account within the Clerk's Office.

These copiers are also needed for records we do not have online. The City Real Estate Tax Liens are not online for copies, the WPCA liens are not online for copies, some of the earlier historical records are not online. These machines provide an additional support.

This lease agreement includes maintenance of the machines. Details are outlined in the attached lease agreement.

Because of the routine nature of this matter and the delay in submission, we request you purpose this for unanimous consent. We will be happy to answer any questions that you, staff, or your colleagues may have on this item.

Sincerely,

Michael B Smart
City/Town Clerk

..Title

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE OFFICE OF THE CITY CLERK TO ENTER INTO A MULTIYEAR LEASE AGREEMENT WITH PRISM OFFICE SOLUTIONS FROM JULY 1, 2022 TO JUNE 30, 2022 FOR COST PER COPY AND COPIER MANAGEMENT SERVICES FOR PUBLIC PHOTOCOPY SERVICES.

..Body

WHEREAS, by the New Haven Board of Alders, acting pursuant to Section 2-40 of the Code of General Ordinances of the City of New Haven, Connecticut, that the proposed multiyear agreement with PRISM Office Solutions for public copier services at the rate of \$1.00 per copy for the period July 1, 2022 through June 30, 2023, be and hereby is approved.

NOW, THEREFORE, BE IT ORDERED THAT THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN HEREBY AUTHORIZE THE OFFICE OF THE CITY CLERK TO ENTER INTO THE MULTIYEAR LEASE AGREEMENT WITH PRISM OFFICE SOLUTIONS.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of): ALL

WARD # ALL

DATE: **August 30TH, 2022**

FROM: Department/Office Office of the City/Town Clerk
Person May Beyreed Telephone 946-8342

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders in the near future:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN
APPROVING THE OFFICE OF THE CITY CLERK TO ENTER INTO A
MULTIYEAR LEASE AGREEMENT WITH PRISM OFFICE SOLUTIONS FROM
JULY 1, 2022 TO JUNE 30, 2022 FOR COST PER COPY AND COPIER
MANAGEMENT SERVICES FOR PUBLIC PHOTOCOPY SERVICES.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Alders.

FISCAL IMPACT STATEMENT

DATE: August 22, 2022
 FROM (Dept.): City/Town Clerk
 CONTACT: Michael Smart PHONE (203) 946-8343

SUBMISSION ITEM (Title of Legislation):

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE OFFICE OF THE CITY CLERK TO ENTER INTO A MULTIYEAR LEASE AGREEMENT WITH PRISM OFFICE SOLUTIONS FROM JULY 1, 2022 TO JUNE 30, 2022 FOR COST PER COPY AND COPIER MANAGEMENT SERVICES FOR PUBLIC PHOTOCOPY SERVICES.

List Cost: Two public copiers cost for public use per copy is \$1.00

	GENERAL	SPECIAL	BOND	CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE
--	---------	---------	------	--

- A. Personnel
- 1. Initial start up
 - 2. One-time
 - 3. Annual

- B. Non-personnel X
- 1. Initial start up
 - 2. One-time
 - 3. Annual

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

Line		1000	46109	Copy fees
	NO	<input type="checkbox"/>		
	YES	<input checked="" type="checkbox"/>		

- 1. One-time
- 2. Annual

Other Comments:
 Revenue varies



PRISM
OFFICE SOLUTIONS

OFFICE LINK, INC
PH 203-654-3300
FAX 203-654-3301

PRISM ORDER AGREEMENT

Y N Maintenance Agreement

P.O. # for this order: _____

- Equipment Purchase
- Installment Purchase
- Lease
- Rental

- Upgrade Current Equipment
- Maintenance Only
- Lease Upgrade

- Tax Exempt
- New Customer

Bill to Customer Name City of New Haven-City Clerk Office				Installed At			
Billing address 200 Orange St, 2nd FL				Street Address			
PO Box#				Contact Michael/May			
City New Haven, CT		Zip 06510	Phone 203-946-8300	City Zip			
Qty	Product Description	Product #	Price	Less Deductions		Net Price	Totals
	Mono Digital Imaging System			Trade-In	Other		A) Total Net
2	Toshiba 4518A						Supplies
2	Platen Covers						State Tax
2	Cabinets						Intern Total
2	Jamex Boards & Harness						Cash Down Payment
							Unpaid Balance Of Cash Price
A) Total Net Price (Exclusive of Tax, Maintenance & Supplies)							Lease

Special Instructions

Includes all obligations on current lease and return of old equipment to the leasing company

Trade in model _____ Copy Count _____ Trade in owned by Customer Lease Co Other _____

Equipment Warranty: (Does not cover consumables such as drum, rollers, lamps)

A) Labor _____ Days From Date of Install B) Parts _____ Days From Date of Install

Lease With Purchase Option

Initial Term: (check one) 24 36 39 48 60 Other 63

Monthly Rental Payment \$ \$350.00 Security Deposit \$ _____

Equipment Service:

Maintenance Agreement Type Billing Frequency Annual Monthly Other Included in Lease

- MA3 All Inclusive Service Consumable parts, labor & supplies (except paper & staples)

Rate \$ _____ per _____ copies
Overage: .01 per copy on the excess within a billing period

Cost Per Copy CPC Rate _____

This Pnsm Order Agreement covers transaction(s) listed above and incorporates Terms & Conditions on the reverse side

Sales Rep Order Acknowledgment Elaine Nizolek	Purchaser Name
Date 3-22-22	Signature
Pnsm-Office Link Inc. Signature	Title Date

EQUIPMENT REQUEST / PICK UP FORM

Customer # _____
 Company: City of New Haven-City Clerk Office Contact: 200 Orange St., 2nd Fl
 Address: New Haven, CT 06510 City: Customer #8344 Zip: _____
 Phone #: _____ Email Address: _____
 Salesperson: _____ Request Date: _____ Delivery Date: _____
 Model: _____ ID#: _____ SN#: _____
 Meter Count: _____ Elevator Stairs
 Needs to be Networked: Is the Network drop in place:
 Demo Sold: Meter Contact: _____ Meter Email: _____

PRODUCT #	DESCRIPTION	AVAILABLE	
		Y <input type="checkbox"/>	N <input type="checkbox"/>
		Y <input type="checkbox"/>	N <input type="checkbox"/>
		Y <input type="checkbox"/>	N <input type="checkbox"/>
		Y <input type="checkbox"/>	N <input type="checkbox"/>
		Y <input type="checkbox"/>	N <input type="checkbox"/>
		Y <input type="checkbox"/>	N <input type="checkbox"/>
		Y <input type="checkbox"/>	N <input type="checkbox"/>
		Y <input type="checkbox"/>	N <input type="checkbox"/>
		Y <input type="checkbox"/>	N <input type="checkbox"/>

Equipment Pick Up:

Model : _____ ID: _____ Serial# _____ B/W: _____ Color: _____
 Lease Co. WHSE
 Model : _____ ID: _____ Serial# _____ B/W: _____ Color: _____
 Lease Co. WHSE
 Model : _____ ID: _____ Serial# _____ B/W: _____ Color: _____
 Lease Co. WHSE
 Model : _____ ID: _____ Serial# _____ B/W: _____ Color: _____
 Lease Co. WHSE

Driver : _____ Date: _____
 Customer Acceptance : _____ Date: _____

Installed FM Audit Yes No If no, why not? _____

Meter Contact: _____ Meter Email: _____



75 School Ground Road
Branford, CT 06405

Maintenance Agreement

Effective date: _____

Customer

City of New Haven-City Clerk Office
200 Orange St., 2nd Fl
New Haven, CT 06510
Customer #8344

Prism - Office Link, Inc. (Prism) agrees to provide and the customer agrees to accept maintenance service for the machines listed below according to the terms and conditions of this agreement, unless Prism provides the customer with notice to the contrary within one month of the signing of this agreement by Prism.

Manufacturer/Model Number	Serial Number	Machine Location	Special Provisions	Rate
Toshiba 4518A ID# SN#			Included in Lease	
Toshiba 4518A ID# SN#			Included in Lease	
				Overages \$.01

Comments:

MA Type 3:

Includes Service: Parts and Labor, Drums, Toner, and Supplies
(except for Paper and Staples)

Supplies included under this agreement will be based on normal yields. If customer usage of supplies exceeds normal yields for the equipment being serviced, Prism will invoice and customer agrees to pay for the excess supplies at Prism's current retail prices.

Customer City of New Haven-City Clerk Office

Accepted by _____

Name

Date

Please sign this service agreement and return this copy to our office along with your payment. **This agreement must be paid in full by the start date of your contract.** If agreement is not renewed, a new one will be written only after the equipment is inspected at our regular hourly rate.

The additional terms & conditions on the reverse side are part of this agreement. The customer acknowledges that they have read this agreement, understands it, and agrees to be bound by its terms & conditions. The customer agrees that this agreement is the complete and exclusive agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

SALES WORKSHEET

Date of Sale: _____

Salesperson: _____

Customer: City of New Haven-City Clerk Office

Type of Sale: Lease Lease Company: _____ Cash Term In-House Rental

Buyout: Yes No Amount: _____ Which Lease Company? _____

Check cut to customer? Yes No Amount: _____

Check be cut to anyone else? Yes No Who? _____ Amount: _____

Trade up deducted for the Invoice? Yes No

Lease return? Yes No Machine Make & Model _____

Lease Info:

Term/Month: _____ Payment: _____ Rate: _____ Type: FMV \$1 Out

Maintenance Agreement: MA1 MA3 No

Billing Frequency: Annual Monthly Quarterly Included in Lease

Flat Rate Contract: \$ _____ per _____ B&W & _____ color copies

Included Copies: B&W: _____ Color: _____ per Month Qtr Year

Overage Rate: B&W: _____ Color: _____

Cost Per Copy B&W: _____ Color: _____

Invoices to be credited: Invoice# _____ Total Amount \$ _____

Are there any other giveaways? _____

EQUIPMENT

Machine Model# _____

<u>Product Codes:</u>	<u>Product Costs:</u>	<u>Product Codes:</u>	<u>Product Costs:</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Sell Price: _____

Lease Buyout: _____

Giveaways: _____

MA/Revenue: _____

Equipment Cost: _____

Gross Profit: _____

Commissions:

% of GP : _____

Flat Fee _____

Date: _____

EQUIPMENT PICK-UP FORM

DEMO TRADE-IN RETURN TO LEASE STORE DISPOSE

Company: City of New Haven-City Clerk Office

Address: New Haven, CT 06510

Phone#: _____ Contact: 200 Orange St., 2nd Fl

SalesRep: _____ Make: _____ Model: _____

SN: _____ ID: _____

Pick Up Meter: B _____ C: _____

Leasing Company: _____ Letter of Intent date: _____

Return date Leasing Co.: _____ Lease RA received

Customer Signature: _____ Date: _____

DATE MACHINE PICKED UP _____

REASON PICKED UP _____

CONTRACT # _____ CANCEL DATE _____ LAST INVOICE DATE _____ INVOICE # _____

PICK UP METER COUNT B _____ C _____

LAST INVOICED METER COUNT B _____ C _____

FINAL METER COUNT BILLED B _____ C _____

RATE B _____ C _____

FINAL AMOUNT \$ B _____ C _____

FINAL INVOICE # _____ (ATTACHED)

CONTRACT CANCELLED MOVED MACHINE IN NOTES

PUT LOANER MACHINE IN NOTES SENT OUT FINAL INV.



**PREPARED
EXCLUSIVELY
FOR**

***City of New Haven
City Clerks Office***

March 21, 2022
Prepared By:
Elaine Nizolek
Account Executive

Prism Office Solutions
75 School Ground Rd.
Branford, CT 06405
(203) 654-3305

PRISM PROPOSED EQUIPMENT

**EQUIPMENT . . . TOSHIBA e-Studio 4518A DIGITAL IMAGING SYSTEM –
QUANTITY 2 UNITS**

INCLUDES:

- 45 DIGITAL COPIES PER MINUTE
- PLATEN COVERS
- COLOR VGA TILTABLE LCD TOUCH PAD
- DUPLEXING
- REDUCTION/ENLARGEMENT
- 2- 550 SHEET PAPER TRAYS
- 100 SHEET BYPASS TRAY
- 4GB RAM/320 GB HDD
- UP TO 11 x 17 PAPER SIZE ALL DRAWERS
- NETWORK PRINT CONTROLLER (PCL6 & PostScript3)
- PRIVATE PRINT, SCHEDULED PRINT & PROOF PRINT
- **COLOR** NETWORK SCAN TO EMAIL, SCAN TO FOLDER
- STANDARD HDD OVERWRITE AND ENCRYPTION
- CABINET
- JAMEX COIN OPS-UPGRADE BOARDS & HARNESSSES

LEASING...

**NO SECURITY DEPOSIT REQUIRED
63 Month Term . . . \$350.00**

SERVICE AND SUPPLIES . . .Copier Service Only: Includes all Service (Parts and Labor) and Toner , Developer ,Drum, Supplies (Everything Except Paper) INCLUDED IN LEASE

DELIVERY, INSTALLATION AND SETUP . . .

No charge (Value \$400)



TOSHIBA

e-STUDIO™ 5018A series

- Black & White Multifunction Printer
- Up to 50 PPM
- Medium/Large Workgroup
- Copy, Print, Scan, Fax
- Secure MFP
- Customizable UI



CONNECT, INTEGRATE, SIMPLIFY, AND MORE.

Technology for every workplace; delivering advanced functionality, ease of use, and peace of mind.

Every business is unique. That's why Toshiba offers the latest customizable solutions that can be tailored to meet your needs. Toshiba solutions help you simplify complex tasks while managing diverse information—efficiently and safely to maximize your productivity.

Toshiba's latest series delivers on our commitment to collaborate with clients to provide tailored, cost-effective solutions that meet your print, document management and content needs while helping you to meet your green objectives.

- > Speeds of 35, 45 and 50 PPM
- > High-volume and high toner yields
- > Advanced e-BRIDGE Next technology
- > Fast dual-core processor



Simple, smart and stylish.

A larger 10.1" tablet-style touch screen with an embedded web browser is easy to use, and customizable to meet your needs, enhancing the sleek and modern look of the complete series.

Produce more with less effort.

The Toshiba e-STUDIO5018A Series is designed to put a fast, efficient, secure MFP in the hands of workgroups looking to improve productivity.

- > Impressive resolution providing 2,400 dpi (Equivalence) x 600 dpi (with smoothing)
- > A time-saving, high-speed, high-capacity 300-sheet Dual-Scan Document Feeder
- > A high toner yield minimizes end-user intervention and enables long uninterrupted runs

Elevate streamlines complicated multi-step processes into automated, one-touch functions.

We know you have work to do and at Toshiba we've introduced a new concept designed to make your job easier and more productive by personalizing the MFP user interface around your specific business processes.

Elevate enables customized and automated workflow presenting the user with convenient one-touch functions addressing only the tasks they use most. This results in simple operation and improved efficiency leading to an overall cost savings. Let Toshiba Elevate your productivity.

- > Customize and automate workflows specifically around your business processes
- > Boost productivity by reducing manual and paper intensive processes in the office
- > Personalize the user interface by department to deliver the utmost efficiency
- > Cost savings and greater efficiency through improved workflow and productivity
- > Clear away clutter and confusion on home screen by presenting only the tasks used most



A COMPACT DESIGN THAT LEAVES NOTHING OUT.

Workgroups can now get a lot more done using fewer resources and less space. The compact design of the e-STUDIO5018A Series is packed with useful functions, lots of options and elegant style.

Advanced e-BRIDGE Next Technology enables the MFP to drive Toshiba's internally developed solutions or those from a third party with ease.

Auto Skew Correction ensures your scanned documents, using any of the document feeder options are reproduced accurately.

First Copy Out Time clocks in at blazing fast speeds of up to 3.6 seconds.

Embedded Optical Character Recognition (OCR) simplifies the creation of searchable PDFs or editable document formats such as Microsoft® Word™.

Job Reservation will queue up multiple copy or print jobs so users can send jobs whenever.

Saddle/Fold Capabilities offer saddle-stitch finishing and the ability to fold without stapling.

Notifications Feature takes the hassle out of checking for depleted supplies or maintenance needs.

Service Module Design significantly reduces the cost and time spent servicing the MFP.

Print Around eliminates printing bottlenecks by allowing other print jobs to go around one job that's held-up due to requiring a specific paper size or type.

Paper Volume Indicators on the front panel make it easy to see the paper sizes, types and levels in each cassette.

Print-from USB lets you print PDF and JPG files straight from your USB drive and the MFP will scale document to fit the available paper size if necessary.

e-BRIDGE Plus for USB Storage is great for capturing a file quickly when you're on the go.

Scan Preview allows you to review your scanned documents digitally, even rotate and change pages prior to sending to file or email.

Fax Preview saves valuable resources by letting you view received faxes prior to printing them.



TOSHIBA TECHNOLOGY AT WORK FOR YOU.

At Toshiba, we work hard to make your work easier, and more productive. In fact, we haven't even mentioned all of our impressive features, like PCL 6, PS3, XPS support and Universal Drivers that offer connectivity to Windows®, Macintosh® and more. Then there are driver plug-ins such as e-BRIDGE Job Point that splits large jobs over multiple machines, e-BRIDGE Job Replicator for the creation of multi-part forms and documents, e-BRIDGE Job Separator for batch printing with any app, and e-BRIDGE Job Build to print different documents together as a single job.

Security for Your Business

We're constantly looking for new ways to make your work, and ours, safer, and more secure.

- › A 320GB Self-Encrypting Drive (SED) with Automatic Drive Invalidation (ADI) & Data Overwrite capability provides top level security
- › Available FIPS 140-2 Validated SED exceeds government requirements
- › IPsec is available to securely encrypt data sent to and from the MFP

Toshiba's new e-BRIDGE Plus apps, including e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online let users scan to and print from Microsoft's cloud-based services directly at the front panel of the e-STUDIO MFP or their mobile device. This includes Word™, Excel® and PowerPoint® (docx, xlsx, pptx) documents stored in OneDrive® accounts or SharePoint® locations. When combined with our embedded OCR feature, documents can be scanned into popular Office™ formats as well.*

With Google Cloud Print™ support, you can securely print over the web from anywhere, anytime—including your phone—to an e-STUDIO5018A Series MFP, e-BRIDGE Plus for Google Drive™, e-BRIDGE Plus for OneDrive®, e-BRIDGE Plus for DropBox®, and e-BRIDGE Plus for box™ address all of the popular cloud-based mobility apps.†

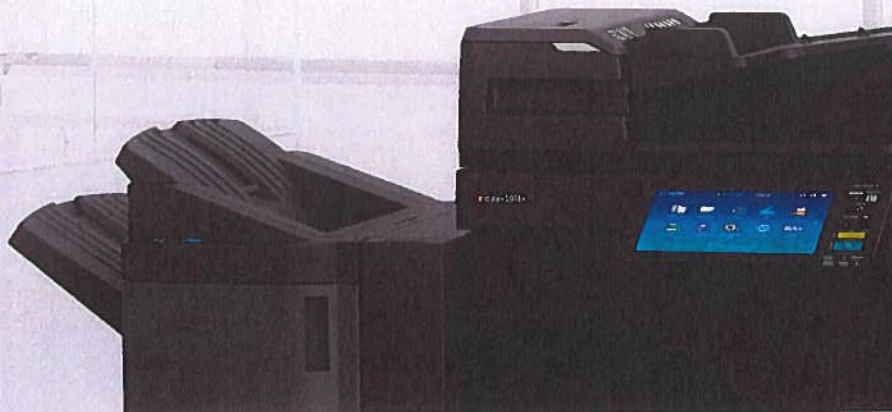
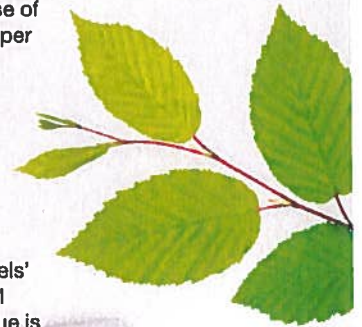
*Your network settings and/or access control may vary depending on network environment when installing e-BRIDGE Plus applications. For details, please consult Toshiba's sales person.

†Available three applications; e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online.

Responsibility for the Planet

Innovation that is truly innovative makes certain that our environment is part of the equation, which is why we're always looking for ways to be even more environmentally responsible.

- › ENERGY STAR® V2.0 certified
- › RoHS compliance, the use of recycled plastics, and Super Sleep (0.6W) Mode work to help the environment
- › EPEAT Gold Registered for greener electronics, designed to help purchasers choose products that reduce environmental impact
- › The new e-STUDIO models' Typical [weekly] Electrical Consumption or TEC value is exceptionally low, equating to an environmentally friendly product with a low operating cost
- › e-BRIDGE Plus for Green Information provides users with a graphical display at the MFP of their environmental contribution to promote more effective use.



THE FEATURES YOU EXPECT, AND MORE.

1 Document Feeder Options

MR4000	Dual-Scan Document Feeder (DSDF)
MR3031	Reversing Automatic Document Feeder (RADF)
KA5005PC	Platen Cover

2 Accessory Tray & Keyboard Options

GR1330	Accessory Tray
GR9000	Bluetooth Keyboard
GR1340	10-Key Numeric Keypad

3 Finishing Options

MJ1042	50-Sheet Inner Finisher
MJ1109	50-Sheet Console Finisher
MJ1110	50-Sheet Saddle-Stitch Finisher
MJ5015	Job Separator

4 Additional Paper Options

KD1058	Paper Feed Pedestal
KD1059LT	2,000-Sheet Large Capacity Feeder
MY1048	Additional Drawer Module for PFP
MY1049	Envelope Cassette

Additional Option Highlights

- > Embedded OCR Enabler
- > Multi-Station Print Enabler
- > Wireless LAN/Bluetooth
- > IPsec Security Enabler
- > Single & Dual-Line Facsimile
- > Hidden Card Reader Pocket



The e-STUDIO5018A Series includes all the features you would expect from a top-quality MFP, along with a few new ones.

In Control with the Greatest of Ease

A larger tiltable, touch swipe 10.1" color panel works like a tablet or smartphone interface so you can find whatever you need by just swiping your finger.

Advanced e-BRIDGE Next Technology

Built on Linux®, this latest generation e-BRIDGE Next architecture features an Embedded Web Browser, a dual-core processor, up to 4GB RAM, and a 320GB SED enabling the MFP to easily drive Toshiba's internally developed solutions or even third-party applications.

Double the Scan Speed

A 300-sheet high-speed, high-capacity Dual-Scan Document Feeder (DSDF) produces up to 120 IPM simplex and 240 IPM duplex. A conventional RADF is available for less scan-intensive businesses.

Special Envelope Cassette

Keep your envelopes firmly in place for accurate printing from start to finish with an envelope cassette that holds up to 60 sheets at a time.

Add What You Need, All at Once

1,200 sheet paper capacity comes standard, but if you need more, just add two optional 550-sheet cassettes or a tandem LCF for 2,000 LT only for a total capacity of 3,200.

High Volume, High Toner Yield

The monthly copy volume reaches up to 150,000 and an equally impressive toner yield tops out at 43,900 at 5% coverage.

Multi-Station Print Enabler

Toshiba's internally developed Multi-Station Print Enabler, now with support of up to 50 e-STUDIO devices, allows users to send print jobs from their desktop and retrieve them by simply swiping their card and authenticating at any convenient MFP.

e-STUDIO™ 3518A/4518A/5018A

Main Specifications

Copy System	Indirect Electrostatic Photographic Method/OPC/Laser Printing/Heat Roller Fusing
Display	10.1" Color WSVGA Touch Screen Tilting Display
Copy Speed	35/45/50 PPM (LT)
First Copy Out	3.6/3.6/3.6 Seconds
Warm-Up Time	Approx. 20 Seconds
Copy Resolution	2,400 x 600 dpi with Smoothing
Stack Feed Bypass	3.9" x 5.8" to LD, Envelope
Multiple Copying	Up to 999 Copies
Paper Capacity	Standard 1,200 Sheets/Max. 3,200 Sheets
Original Feed	Optional 300-Sheet DSDF or 100-Sheet RADF
Scan Speed & Weights	DSDF Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color), Simplex: 9.3-110 lb Bond, Duplex: 9.3-110 lb Bond RADF Scan: Up to 73 IPM (Monochrome or Color), Simplex: 9.3-41.8 lb Bond, Duplex: 13.3-41.8 lb Bond
Max. Original Size	LD
Paper Feed Sizes	Drawer 1: 550 Sheets-ST-R to LD Drawer 2: 550 Sheets-ST-R to 12" x 18" Stack Feed Bypass: 100 Sheets-3.9" x 5.8" to 12" x 18", 12" x 47" Banner Opt. 550-Sheet Paper Feed Pedestal-ST-R to 12" x 18" Opt. 550-Sheet Drawer for PFP-ST-R to 12" x 18" Opt. Envelope Cassette for PFP-Approx. 60 Envelopes/550 Sheets-ST-R to LG Opt. 2,000-Sheet Tandem LCF (Pedestal Type)-LT Only Standard: 550 Sheets x 2-16 lb Bond-140 lb Index Stack Feed Bypass: 100 Sheets-14 lb Bond-140 lb Index Opt. 550-Sheet Paper Feed Pedestal-16 lb Bond-140 lb Index Opt. 550-Sheet Drawer for PFP-16 lb Bond-140 lb Index Opt. Envelope Cassette for PFP-16 lb Bond-140 lb Index Opt. 2,000-Sheet Tandem LCF (Pedestal Type), 17-28 lb Bond Standard Automatic Duplex Unit (16 lb Bond-140 lb Index)
Paper Weights	
Duplex	
Reproduction Ratio	25% to 400%
Max Duty Cycle	Max. 125K/150K/150K Month
Weight	Approx. 125.2 lb
Approx. Dimensions	23" (W) x 23" (D) x 31" (H)
Toner Yield	43.9K @ 5%
Power Source	120 Volts, 50/60 Hz, 12 Amps
Power Consumption	Maximum 1.5kW (120V)
CPU	Intel Atom™ 1.33GHz (Dual-Core)
Memory	4GB
Hard Disk Drive	320GB Self-Encrypting Drive FIPS 140-2 Validated (Opt.)

e-BRIDGE Next Print Specifications

PDL	PCL5e, PCL5c, PCL6 (PCL XL), PS3, PDF, XPS, JPEG
Print Speed	35/45/50 Pages Per Minute (LT)
Print Resolution	600 x 600 dpi (1 bit) or 2,400 (Equivalent) x 600 dpi (with Smoothing) (ALL PDL), 1,200 x 1,200 dpi (2 bit) or 3,600 x 1,200 dpi (with Smoothing) PS3 Only
Operating Systems	Windows Server® 2008 R2, R2 SP1, 2008/SP2, Windows® 7, 8.1, 10, Windows Server® 2012/R2, Windows Server® 2016, Macintosh® (macOS x 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13), Unix®, Linux®
Network Protocols	TCP/IP (IPv4, IPv6), NetBIOS over TCP/IP, IPX/SPX® for Novell® Environments, EtherTalk for Macintosh® Environments
Printing Protocols	SMB, LPR/LPD, IPP (Ver.2.0) w/Authentication, AppleTalk® PAP or EtherTalk, Port 9100 (Bi-Directional), NetWare P-SERVER LPD w/ iPrint, WS Print, FTP
Print Drivers	Windows Server® 2008 SP2 (32-bit, 64-bit) Windows Server® 2008 R2 SP1 (64-bit), Windows Server® 2016, Windows® 7 SP1 (32-bit, 64-bit), Windows® 8.1 (32-bit, 64-bit), Windows Server® 2012/R2 (64-bit), Windows® 10 (32-bit, 64-bit), macOS x 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13
Interface	FJ-45 Ethernet (10/100/1000 Base-T), USB 2.0 (High-Speed), Optional 802.11b/g/n, Wireless LAN, Optional Bluetooth
Wireless Device	AirPrint®, Mopria®, e-BRIDGE Print & Capture Application on iOS and Android (Available via Apple® App Store or Google Play)
Device Management	TopAccess, eFMS 6.30 (e-BRIDGE Fleet Management Software)
Account Control	Up to 10,000 Users or 1,000 Departments Supports User Authentication (on Device), Login Name/Password (via Windows® Domain) or Login Name/Password (via LDAP Server) for Copy, Print, Scan, Fax, List, and User Function
Accessibility Features	Tilt Front Panel, Job Programs, Universal Grip for Paper Trays, Disable Screen Timeout and Audible Beep Message Alerts



Security Features

User Authentication, On-Board Data Scramble Function, SCEP, Disable e-Filing, Disable Copy, Disk Overwrite, IP Address Filtering (10 Sets), MAC Address Filtering (10 Sets), Network Service Control, Network Port Control, SMB Packet Signing, SSL/TLS (HTTP, IPP, LDAP, SMTP, POP, FTP, DPWS, SYSLOG), IPsec (IKEv1, IKEv2), Security Mode Change, CC Certified (ISO/IEC 15408), IEEE802.1X (Wired/Wireless), Digital Signature for Client Utilities, Password Policy, Password Lock, Password Expiration, Self Testing, Job Access Control, Log Access Control for Job Log, Security Stamp, Role Based Access Control, Secure PDF, Digital Signature for Firmware Update, Integrity Check Function, Image Log, Card Authentication, NFC Authentication
*Conformance with HCD-PPv1.0 in High Security Mode.
ENERGY STAR® (V2.0), EPEAT® Gold, Californian Proposition 65
WHOL (Windows® 7, 8, 8.1, 10, 2008 R2, 2012, 2012 R2), Novell®, Citrix®, SAP, AirPrint® and Mopria®

Environmental Stds. Certification

Scan Specifications

Scan Speed	DSDF Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color) RADF Scan: Up to 73 IPM (Monochrome or Color)
Scan Modes	Standard: Full Color, Auto Color, Monochrome, Grayscale
Scan Resolution	600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi
File Formats	Monochrome: TIFF-Multi/Single Page, PDF-Multi/Single Page, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.) Color/Grayscale: JPEG, TIFF-Multi/Single Page, PDF-Multi/Single Page, Slim PDF, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.)
Image Compression	Color/Grayscale: JPEG (High, Middle, Low)

Facsimile Specifications

Compatibility	Super G3
Data Compression	MH/MR/MMR/JBIG
Transmission Speed	Approx. 3 Seconds Per Page
Fax Modem Speed	Up to 33.6 Kbps
Memory Transmission	100 Jobs (with HDD), 2,000 Destinations Max. 400 Destinations /Job
Scan Speed	0.7 Seconds Per Page, Maximum 73 IPM

e-Filing Specifications

Operation Method	Color Touch Screen Control Panel or Client PC
Number of Boxes	1 Public Box, 200 Private User Boxes
Capacity of Boxes	100 Folders Per Box, 400 Documents Per Folder/Box, 200 Pages Per Document

Accessories (Options)

Platen & Document Feeder Options	Accessory Tray	
DSDF	Panel 10-Key Option	GR1330
RADF	Card Reader Holder	GR1340
Platen Cover	FIPS HDD Option	GR1320
	USB Hub	GE1230
	Meta Scan Enabler	GR1310
	IPsec Enabler	GS1010
	Unicode Font Enabler	GP1080
	Embedded OCR Enabler	GS1007
	Per Seat License	GS1080
	Multi-Station Print Enabler	
	Per Seat License	GS1090
	SharePoint® Connector	GB1440
	Exchange Connector	GB1450
	Google Docs™ Connector	GB1540
	Monotype Font Option	GB2050
Finishing Options	Miscellaneous Options	
Inner Finisher	Stand	STAND5005
50-Sheets Staple Finisher	Accessible Arm	KK2550
Saddle-Stitch Finisher	Work Tray	KK5005
Hole Punch Unit for MJ1042	Harness Kit for Coin Controller	GO1280
Hole Punch Unit for MJ1109/MJ1110	Manual Pocket	KK5008
Bridge Kit		
Job Separator		
eS3518A/4518A/5018A		
Connectivity/Security Options		
FAX Unit/2nd Line for FAX Unit	GD1370N	
Wireless LAN/Bluetooth	GN4020	
Bluetooth Keyboard	GR9000	

Designs and specifications subject to change without notice. Specifications may vary by conditions of use and/or environmental usage. For best results and reliable performance, always use supplies manufactured or designated by Toshiba. Not all options and accessories may be available at the time of product launch. Please contact a local Authorized Toshiba Dealership for availability. Toner yields are estimates based on 5% coverage, letter-size page. Driver and connectivity feature support varies by client/network operating system. Product names may be trademarks of their respective companies. AirPrint® and the AirPrint® logo are trademarks of Apple Inc. This is a Class 1 laser product complying with IEC60825-1. All company and/or product names are trademarks and/or registered trademarks of their respective manufacturers in their markets and/or countries.

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South

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West Coast

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Tel: 949-462-6000

Web Site

www.business.toshiba.com



PRISM
OFFICE SOLUTIONS

OFFICE LINK, INC.
PH 203-654-3300
FAX 203-654-3301

PRISM ORDER AGREEMENT

Equipment Purchase
 Installment Purchase
 Lease
 Rental

Y N Maintenance Agreement
 Upgrade Current Equipment
 Maintenance Only
 Lease Upgrade

P.O. # for this order: _____

Tax Exempt
 New Customer

Bill to: Customer Name City of New Haven-City Clerk Office						Installed At	
Billing address 200 Orange St, 2nd FL						Street Address	
PO Box#						Contact Michael/May	
City New Haven, CT			Zip 06510		Phone 203-946-8300		City Zip
Qty	Product Description	Product #	Price	Less Deductions		Net Price	Totals
				Trade-In	Other		A) Total Net
	Mono Digital Imaging System						Supplies
2	Toshiba 4518A						State Tax
2	Platen Covers						Interim Total
2	Cabinets						Cash Down Payment
2	Jamex Boards & Harness						
A) Total Net Price (Exclusive of Tax, Maintenance & Supplies)							Unpaid Balance Of Cash Price
							Lease

Special Instructions:

Includes all obligations on current lease and return of old equipment to the leasing company

Trade in model: _____ Copy Count: _____ Trade in owned by: Customer Lease Co Other _____

Equipment Warranty: (Does not cover consumables such as drum, rollers, lamps)

A) Labor _____ Days From Date of Install B) Parts _____ Days From Date of Install

Lease With Purchase Option

Initial Term: (check one) 24 36 39 48 60 Other 63

Monthly Rental Payment: \$ \$350.00 Security Deposit: \$ _____

(Exclusive of Sales/Use Tax)

Equipment Service:

Maintenance Agreement Type Billing Frequency: Annual Monthly Other: Included in Lease

MA3 All Inclusive Service: Consumable parts, labor & supplies (except paper & staples)

Rate: \$ _____ per _____ copies
Overage: .01 per copy on the excess within a billing period

Cost Per Copy CPC Rate: _____

This Prism Order Agreement covers transaction(s) listed above and incorporates Terms & Conditions on the reverse side

Sales Rep-Order Acknowledgment Elaine Nizolek	Purchaser Name
Date 3-22-22	Signature
Prism-Office Link Inc. Signature <i>Elaine Nizolek</i>	Title Date

GENERAL TERMS AND CONDITIONS

THIS IS A BINDING ORDER, Not subject to cancellation and must be approved by a Prism officer before final acceptance. Changes in this order cannot be made except in writing by a Prism officer.

1. **PRODUCTS.** Equipment ordered under this Agreement will be one or more of the following: (a) "Newly Manufactured," which means it has been factory produced to product operating specifications; (b) "Remanufactured," which means it has been rebuilt and disassembled to Prism's predetermined standard, and contains new, reprocessed, and/or recovered parts that meet product specifications; (c) "In-Place," which means it has been installed on your premises pursuant to a Prism Order Agreement for Equipment Rental at the time you enter into this Agreement; and (d) "previously installed," which means it has been previously installed and operated.
 2. **INSTALLATION DATE.** The "Installation Date," which governs when certain terms and conditions become effective, is defined as follows: For Equipment installed by Prism, the Installation Date will be the date Prism determines the Equipment to be operating satisfactorily. For changes to price plans or purchase on In-Place Equipment, the Installation Date will normally be the date this Agreement is signed in which case the Installation Date will be the date those changes are complete. For Maintenance Services, the Installation Date will be the day following expiration of any express warranty period if this Agreement is signed prior to such expiration. If this Agreement is signed on or after such expiration, the Installation Date will be the date this Agreement is signed.
 3. **CREDIT HISTORY.** Prism may conduct an investigation of your credit history. Even if the Products ordered under this Agreement have been delivered, Prism may, within 60 days following its acceptance of this Agreement, revoke that acceptance upon written notice if your credit approval has been denied.
 4. **PAYMENT.** Invoices are payable upon receipt. All orders are net cash and are subject to finance charge of 1 1/2% per month 18% annually on any balance 30 days past due. Title to delivered items shall not pass to purchaser until all applicable charges have been paid and Prism reserves the right to repossession in case of non-payment. Purchaser agrees to pay Prism's cost and expenses of collection and/or repossession including the maximum attorney's fee permitted by law. Any cash down payment is non-refundable. You shall pay to Prism all applicable state and local taxes. Exemption from tax payment will be allowed upon presentation of applicable state and/or local proof of exemption.
 5. **DELIVERY, RELOCATION AND RETROFITS.** You will be responsible for any unusual charges required for on-site delivery or removal. You must notify Prism prior to relocating any Products as to which Prism is providing services or support, or has a security interest.
 6. **BASIC SERVICES.** This Section describes the basic services provided by Prism for Purchased Equipment covered under an express warranty.
 - A. **REPAIRS AND PARTS.** Prism will make all necessary adjustments and repairs to keep the Equipment in good working order. Parts required for repair may be recovered or reprocessed, and replaced parts will become the property of Prism at its option.
 - B. **HOURS, EXCLUSIONS AND RELEASES.** Basic Services will be provided during Prism established service availability hours and only within areas opened for repair service within the United States and its territories and possessions. Excluded from Basic Services are repairs caused other than by normal wear and tear or by defects in material or workmanship.
 - C. **INSTALLATION SITE AND ACCESS.** The Equipment installation site must at all-time conform to Prism published space, electrical and environmental requirements. You will provide, at no extra charge to Prism access to the Equipment and to a telephone, and adequate storage space for a reasonable quantity of replacement parts.
 - D. **ALTERATION AND SAFETY.** If you make an alteration, attach a device, or utilize a supply item that, in Prism's judgement, increases the cost of Basic Services, Prism will either propose an additional service charge, or request that the Equipment be returned to its standard configuration, or that use of the supply item be discontinued. You must either accept the proposal or comply with the request within 5 days. If Prism believes that an alteration, attachment, or supply item affects the performance of Equipment users, Prism will notify you of the problem and may withhold Basic Services until the problem is remedied.
 - E. **METER READINGS.** If applicable, you will provide accurate and timely meter readings at the end of each billing period in the manner prescribed by Prism. Prism shall have access to the Equipment to monitor the meter readings. If meter readings are not received in a timely manner, Prism may obtain them electronically or by other means, or may estimate them.
 7. **WARRANTY DISCLAIMER.** With respect to products, Prism disclaims the implied warranties of fitness for a particular purpose, and Prism disclaims the implied warranty of merchantability.
 8. **BREACH AND ATTORNEY FEES.** If you fail to cure a material breach within 10 days following notice of breach by Prism, Prism may upon written notice either (a) terminate this Agreement or (b) suspend its performance under this Agreement and/or under any related Agreement. In any action to enforce this Agreement, Prism shall be entitled to recover its costs and expenses, including reasonable attorney's fees.
 9. **LIMITATIONS OF LIABILITY.** In no event shall Prism be liable for any special, indirect, incidental, consequential or punitive damages in any way arising out of or relating to this agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.
 10. **ASSIGNMENT.** Without the prior written consent of Prism which shall not be reasonably withheld, you may not assign any of your rights or obligations under this Agreement, or resell, lease, or lend or permit a lien or encumbrance of any kind against any Equipment for which you have not yet obtained title free and clear of any security interest.
 11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements as to such subject matter. In the event of any inconsistency between the terms and conditions specified on any Price List and those otherwise contained in this Agreement the former shall control. Any terms and conditions on any ordering documents you may issue shall be of no force or effect.

The following terms and conditions are in addition to the General Terms and Conditions contained on the reverse side of this Order Agreement.

PURCHASE TERMS AND CONDITIONS. This Section applies to all Equipment (including Options and Accessories) purchased under this Agreement outright or on an installment payment basis ("Purchased Equipment").
 1. **TITLE AND RISK.** For Equipment purchased outright, the title will pass to you upon payment in full and the risk of loss will pass to you, upon the Installation Date. For Equipment purchased on an installment payment basis, the title and risk of loss will pass to you upon Installation Date.
 2. **INSURANCE.** You shall maintain fire, theft and extended coverage insurance on the Purchased Equipment in an amount not less than the remaining unpaid principal balance. All policies shall name Prism as an additional insured and you shall provide Prism with certificates evidencing this insurance upon request.
 3. **SECURITY INTEREST.** Prism shall have a purchase money security interest in the Purchased Equipment in order to secure payments due under this Agreement, and you will promptly execute any document Prism deems reasonably necessary to file and perfect its security interest. If you fail to do so, Prism may execute the documents on your behalf.
 4. **BREACH.** If you breach any of your obligations under this Agreement, Prism may, in addition to its rights under Paragraph 8 & 4 of the General Terms and Conditions, require immediate payment of the entire unpaid principle balance, plus all other amounts due under this Agreement.
- MAINTENANCE SERVICES TERMS AND CONDITIONS.** This section applies if you have selected a "Maintenance services terms and conditions" on the front of this contract. The customer agrees to accept maintenance service for the equipment listed. The customer agrees to pay a maintenance charge for the term specified and for each successive period while the machine is under this agreement. For cost per copy the customer agrees to pay an additional maintenance charge for the units of usage per period, as measures by the equipment meter multiplied by the applicable additional maintenance charge rate(s). Prism reserves the right to estimate meter readings. Prism is not responsible for any loss, alteration or damage of data arising out of or in connection with this agreement or the maintenance performed hereunder. Overhauls or rebuilds must be done in accordance with either the manufacturers or Prism's recommended service cycles. Prism is not responsible for service which is the result of failure to adhere with these recommendations. These services are not covered by this agreement. Maintenance parts which may be used parts will be furnished on an exchange basis.
1. **PRICING CHANGES.** Prism may, upon written notice, prior to the end of any term, change the pricing, terms and conditions applicable during any extension terms. Prism may also, without prior written notice, change the pricing in the 13th, and if applicable, 25th, 37th, and 49th month of a multi-year agreement or extension of any contract.
 2. **EXPIRATION AND EARLY TERMINATION.** Annual and multi-year terms will expire on the last day of the 12th, 24th, 36th, 48th, or 60th, full calendar month, as applicable. If you terminate your selected Maintenance Plan prior to expiration of the current term, Prism has the right to assess early termination charges.
 3. **EXTENSION.** This Agreement will be automatically extended for successive terms of the same number of months as the initial term, unless a written notice of cancellation is received from you (or provided to you by Prism) at least 30 days prior to expiration of the current time.



75 School Ground Road
Branford, CT 06405

Maintenance Agreement

Effective date: _____

Customer

City of New Haven-City Clerk Office
200 Orange St., 2nd Fl
New Haven, CT 06510
Customer #8344

Prism - Office Link, Inc. (Prism) agrees to provide and the customer agrees to accept maintenance service for the machines listed below according to the terms and conditions of this agreement, unless Prism provides the customer with notice to the contrary within one month of the signing of this agreement by Prism.

Manufacturer/Model Number	Serial Number	Machine Location	Special Provisions	Rate
Toshiba 4518A ID# SN#			Included in Lease	
Toshiba 4518A ID# SN#			Included in Lease	
				Overages \$.01

Comments:

MA Type 3:
Includes Service: Parts and Labor, Drums, Toner, and Supplies
(except for Paper and Staples)

Supplies included under this agreement will be based on normal yields. If customer usage of supplies exceeds normal yields for the equipment being serviced, Prism will invoice and customer agrees to pay for the excess supplies at Prism's current retail prices.

Customer City of New Haven-City Clerk Office

Accepted by _____

Name

Date

Please sign this service agreement and return this copy to our office along with your payment. **This agreement must be paid in full by the start date of your contract.** If agreement is not renewed, a new one will be written only after the equipment is inspected at our regular hourly rate.

The additional terms & conditions on the reverse side are part of this agreement. The customer acknowledges that they have read this agreement, understands it, and agrees to be bound by its terms & conditions. The customer agrees that this agreement is the complete and exclusive agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.



State & Local Government Lease Agreement

This State & Local Government Lease Agreement (the "Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words you, your and lessee mean you, our customer. The words we, us, our and the lessor, mean CIT Bank, a division of First-Citizens Bank & Trust Company.

Product/Equipment Description

Quantity	Description	Product/Equipment Address
2	Toshiba 4518A	

For additional equipment and accessories, attach addendum.

SUPPLIER: Prism Office Solutions, 75 School Ground Rd, Branford, CT 06405 203-654-3300

Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

- Fair Market Value
 \$1.00 Purchase Option Other ___

Term and Lease

Lease Payment \$350.00 (plus taxes, if applicable)
 Term (Months) 63
 Payment Frequency Monthly

Variable Payment Schedule if applicable:
(Attach "Payment Schedule Addendum" if necessary)

___ payments @ ___; followed by ___ payments @ ___ followed by ___ payments @ ___; followed by ___ payments @ ___

Payments are due in Advance

Documentation Fee: \$75.00 (due with first invoice)

Additional Provisions:

PLEASE NOTE: Certain state and local government lessees must sign an additional addendum document.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

LESSOR: First-Citizens Bank & Trust Company
 10201 Centurion Parkway N. #100
 Jacksonville, FL 32256

 Authorized Signature Date Signed

 Printed Name

 Print Title

Lessee

City of New Haven-City Clerk Office
 Lessee Legal Name

Lessee "Doing Business As" Name
 200 Orange St., 2nd FL
 Billing Street Address
 New Haven, CT 06405
 Billing City, State, Zip
 May 203-946-8300
 Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS BY SIGNING THIS LEASE:

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS LEASE; (ii) YOU AGREE THAT IF A COPY OF THIS LEASE IS SIGNED BY YOU AND THE FRONT OF THE COPY IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS LEASE IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE LEASE; (iii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED HEREIN, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; AND (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE.

LESSEE SIGNATURE

City of New Haven-City Clerk Office
 Lessee Legal Name

X _____ X _____
 Authorized Signature Date Signed

X _____
 Print Signer's Name

 Print Signer's Title

 Federal Tax ID Number

1. **LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease the products/equipment described on the front of this lease agreement (collectively "Equipment") on the terms and conditions shown on the front and back of this lease ("Lease"). If you have entered into any purchase contract ("Purchase Contract") with any supplier, you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Purchase Contract, you authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This term of this Lease will begin on the date when you sign a Delivery and Acceptance Certificate at which time the Equipment will be deemed irrevocably accepted by you and will continue for the number of months specified in this Lease, unless earlier terminated in accordance with Section 16 of this Lease. The first Lease Payment is due on or before the date the Equipment is delivered to you. The remaining Lease Payments will be due on the day of each subsequent month (or such other time period stated on the front of this Lease) designated by us. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).

2. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract.

3. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on the front of this Lease. You may not move the Equipment without our prior written consent. All alterations, additions or replacements to the Equipment will be made at your cost and expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with this Lease, upon termination of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay for all outstanding lease payments, late charges, insurance charges, and our estimated property taxes on the Equipment based upon the prior year's actual property tax, and expenses of deinstalling, crating, shipping, and insuring the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term.

4. **TAXES AND FEES.** You are responsible for all sales and use (unless you provide us with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal or local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or at the end of the lease term as more fully set forth herein. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment or otherwise jeopardize our rights in any of the Equipment, (c) you pay us for any taxes we remitted to the taxing authorities even though you may be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

5. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. **INSURANCE.** You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.

7. **PURCHASE OPTION; RENEWAL.** If (a) you have not terminated this Lease in accordance with Section 15 and (b) no Default has occurred and is continuing under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 30 days written notice before the end of the initial term, that you will purchase the Equipment or that you will return all the Equipment to us. If you do not give us such written notice or if, having given such notice, you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for successive one month terms until you either purchase or deliver the Equipment to us. Each month during a renewal term the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's fair market value as configured, in place and installed. You agree that the Fair Market Value is the amount that may reasonably be expected for the installed Equipment in an exchange between a willing buyer and a willing seller, including costs to make the Equipment fully operational. If you do not agree with our determination of the Equipment's in use and in place fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to you and us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. To secure payment of all amounts due to us, to the extent permitted by law, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. You authorize us to file financing statement(s) to protect our interest in the Equipment.

8. **DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations, including but not limited to, providing and maintaining property insurance required under Section 6 of this Lease on the Equipment, under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Lease or in any instrument you have provided us proves to be incorrect in any material respect.

9. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to the provisions of Section 16, we may declare an amount equal to all amounts then due under this Lease, and the unpaid principle balance under this Lease as of the due date of the last Lease Payment paid when due and payable, whereupon the same shall be immediately due and payable; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason, and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Lease, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Lease (including attorneys' fees and costs incurred post-judgment). If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

10. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

11. **ASSIGNMENT.** YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLICENSE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notification to you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.

12. **INDEMNIFICATION.** To the extent not prohibited by applicable law, with respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct (Claims), you agree to reimburse us for and if we request, to defend us against, any Claims.

13. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several.

14. **FUNDING INTENT.** You reasonably believe that funds can be obtained to make all Lease Payments during the Term and hereby covenant that your chief executive or administrative officer or the administrative office of yours charged with preparing the budget submitted to your governing body, as applicable, will provide that nothing in this Agreement shall be construed to create a deficiency debt or commitment of revenues other than the current revenues of yours, and provided further that if your governing body elects not to appropriate funds for such payments, it shall evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget it adopts. It is your intent to make Lease Payments for the full Term if funds are legally available therefore you represent, warrant and covenant to us that the use of the Equipment is essential to its proper, efficient and economic operation. You will provide us with an essential use covenant to us that, among other things, you shall use the Equipment only for its governmental purposes.

15. **NONAPPROPRIATION OF FUNDS.** In the event sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available in any fiscal period for Lease Payments (or any other amount due hereunder), and provided that you have exhausted all funds legally available for payment of the Lease Payments, then you shall immediately notify us of such occurrence and provide us with evidence of such non-appropriation acceptable to us (e.g., written certification by your legal counsel) and this Agreement shall terminate on the last day of the fiscal period for which funds for Lease Payments are available without penalty or expense to you of any kind whatsoever, except as to the portions of Lease Payments and those expenses associated with your surrender of the Equipment pursuant to Section 3 for which funds shall have been appropriated and budgeted or are otherwise available. Upon such termination, title to the Equipment shall vest with us. This Section 15 will not be construed so as to permit you to terminate this Lease in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended. Notwithstanding the foregoing, you agree that (a) you will terminate this Lease under the provisions of this section 15 if any funds are appropriated to you, or by you, for the acquisition, retention or operation of other equipment or services performing functions similar to the Equipment for the fiscal period in which such termination would occur; (b) you will not during the term of this Lease give priority in the application of funds to any other functionally similar equipment or services; and (c) to the extent permitted by law, you will not expend or commit any funds for the purchase, acquisition or use of other equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for the Equipment.

16. **AUTHORITY AND AUTHORIZATION.** You represent, warrant and covenant to us that: (a) You are a State or political subdivision thereof, as those terms are used in §103 of the Code; (b) You have the power and authority to enter into this Lease; (c) this Lease has been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease; (e) the entering into and performance of this Lease will not violate any judgment, order, law or regulation applicable to you or result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or your assets; (f) there are no actions, suits or proceedings pending or threatened against or affecting you in any court or before any governmental commission, board or authority, that, if adversely determined, would have a material adverse effect on your ability to perform your obligations under this Lease; (g) the Equipment is tangible personal property and shall not become a fixture or real property under your use thereof; (h) you have complied with all bidding requirements and, where necessary, by due notification have presented the Lease and any ancillary documents for approval and adoption as a valid obligation on your part; (i) you will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect; and (j) it has sufficient appropriations or other funds available to pay all amounts due under the Lease for the then current fiscal period. You shall be deemed to have reaffirmed the representations and warranties set forth in this Section 16 each time you execute a Lease. Contemporaneously with your execution of this Lease, you will complete, execute and provide us with an incumbency certificate (in form satisfactory to us) and an opinion of counsel (in form satisfactory to us) as to the matters set forth in clauses (a) through (h) of this Section 16.

17. **GOVERNMENT USE.** You represent, warrant and covenant as follows: (a) you shall comply with the information reporting requirements of §149(e) of the Internal Revenue Code of 1986, as amended (code), including but not limited to, the execution (and delivery to us) of information statements requested by us; (b) you shall not do, cause to be done or fail to do any act if such act or failure to act will cause this agreement, or any transaction hereunder, to be an arbitrage bond within the meaning of §148 of the code; (c) you shall not do, cause to be done or fail to do any act if such act or failure to act will cause this agreement, or any transaction hereunder, to be a private activity bond within the meaning of §141 of the code; (d) you shall not do, cause to be done or fail to do any act if such act or failure to act will cause the interest portion of the lease payments to be or become subject to federal income taxation under the code, except as such interest portion may be taken into account as an adjustment in determining the alternative minimum tax and environmental tax imposed on corporations; and (e) you shall be the only entity to own, use or operate the equipment during the term. You shall be deemed to have reaffirmed the representations, warranties and covenants set forth in this section 17 each time it executes any fundamental agreement (as defined in section 16). If you breach any representation, warranty or covenant contained in this lease and, as a result of such breach, the interest portion of any lease payment becomes includable in gross income of any owner thereof for federal income tax purposes, you shall pay us promptly after such determination of liability and on each lease payment due date thereafter, an additional amount determined by us to compensate us for the loss of such excludability (including, but not limited to, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

18. **CHOICE OF LAW.** This Lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the state in which you are located. If any provision of this Lease or any Equipment or Payment Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease or any Equipment or Payment Schedule. This Lease inures to the benefit of and is binding upon the permitted successors or assigns of yours and ours.

Initial

**SELF INSURANCE CERTIFICATE
PROPERTY AND LIABILITY INSURANCE**

This is to acknowledge that City of New Haven (“Lessee”) is under a self-insurance program for property damage and public liability risks with respect to the Equipment leased under the Lease Agreement, Lease Number 1828729 between First-Citizens Bank & Trust Company (“Lessor”) and Lessee. Lessee hereby certifies that (i) the self-insurance program shall be primary without right of contribution from any insurance carried by Lessor, (ii) the self-insurance program with respect to property damage shall guarantee payment of the interest of Lessor for any loss or damage to the Equipment, and (iii) the self-insurance program with respect to public liability risks shall guarantee payment to Lessor for any claim, loss, damage, or liability asserted against Lessor with respect to the Equipment and the costs of defense of such claim, loss, damage or liability.

Dated as of March, 2022

City of New Haven (“Lessee”)

By: _____

Title: _____



DELIVERY & ACCEPTANCE CERTIFICATE

By signing this Certificate, you, the Customer identified below, agree:

- A) That all products described in the Lease Agreement ("Agreement") identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Agreement; and
- B) That we, **First-Citizens Bank & Trust Company**, are authorized to purchase the Equipment and start billing you under the Agreement.

Agreement No. 1828729

Customer Name: City of New Haven-City Clerk Office

Customer E-Mail Address: mbeyreed@newhavenct.gov

Authorized Signature

X

Title

Date

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation
<input type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION, IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: Monday, August 29, 2022

Meeting Submitted For: September 06, 2022

Regular or Suspension Agenda: Regular

Submitted By: Michael Gormany

Title of Legislation:

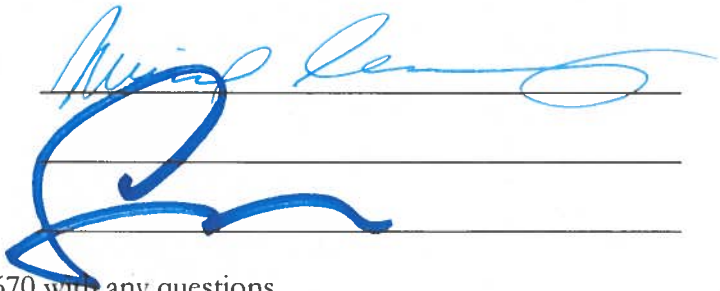
ORDINANCE AMENDMENT ADOPTING CHANGES TO ARTICLE 18 (PENSION) OF THE EXECUTIVE MANAGEMENT AND CONFIDENTIAL EMPLOYEES' PERSONNEL AND PROCEDURES MANUAL CLARIFYING THE PENSION BENEFITS OF THE POSITIONS OF CHIEF OF STAFF, BUDGET DIRECTOR AND CHIEF TECHNOLOGY OFFICER; AND INCLUDING THE CITY BUDGET DIRECTOR, CHIEF TECHNOLOGY OFFICER AND MANAGER OF HUMAN RESOURCES AND BENEFITS AS KEY EMPLOYEES

Comments: Legistar File ID: OR-2022-0024

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____



Call 946-7670 with any questions.



JUSTIN ELICKER
MAYOR

**DEPARTMENT OF HUMAN RESOURCES
CHIEF ADMINISTRATIVE OFFICE
CITY OF NEW HAVEN**

200 Orange Street, New Haven, CT 06510
(203) 946-8252
(203) 946-7166 fax
www.newhavenct.gov



REGINA RUSH-KITTLE
CHIEF ADMINISTRATIVE OFFICER

STEPHEN J. LIBRANDI
MANAGER OF HUMAN RESOURCES
AND BENEFITS

August 30, 2022

Honorable Tyisha Walker
President of the Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker:

The last substantive change to the City of New Haven Executive Management and Confidential Employees Personnel and Procedures Manual ("the Manual") was on December 19, 2011, as passed by the Board of Alders. The Manual sets forth Executive Management and Confidential Employees work rules, salary scales, as well as the covered employee benefit plans offered by the City of New Haven (the "City") to non-bargaining unit employees listed in such Manual.

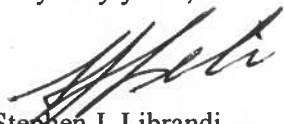
Time has caught up with the Manual. It is dated and reflects needs from more than a decade ago. This is not the fault of the Board of Alders but rather the lack of any periodic maintenance on the Manual to keep and reflect with current times and trends on the wages and benefits of public management employees for a municipality.

Submitted for consideration to the Board of Alders is an Order of the Board to amend elements of the Manual. The goal of the submission is not an across-the-board salary scale adjustment, but it is tapered to address current personnel situations. The Order as submitted will:

- Clarify and amend Article 18 of the Manual on the benefits offered to just the three Executive Management and Confidential positions of Chief of Staff, Budget Director and Chief Technology Officer. This clarification to the pension language will allow these three positions to be treated the same in benefits as coordinators and department heads receive, and
- Seek approval to appoint the positions of Budget Director, Chief Technology Officer, and Manager of Human Resources and Benefits as Key Employees as defined in Article 19 of the Executive Management and Confidential Employees Personnel and Procedures Manual. The departure of the HR Manager for the City will not be an easy position to fill as the salary for the position is already at its maximum level which ranks it 30th in the state in compensation amongst the same position in other cities and towns. This amendment will give the City a fighting chance in recruitment of a new Human Resources manager.

On behalf of the Administration, I respectfully submit for consideration, deliberation, and adoption the enclosed Order to amend, clarify and update the City of New Haven Executive Management and Confidential Employees Personnel and Procedures Manual.

Very truly yours,



Stephen J. Librandi
Manager of Human Resources and Benefits
203 946-6767
slibrandi@newhavenct.gov

ORDINANCE AMENDMENT ADOPTING CHANGES TO ARTICLE 18 (PENSION) OF THE EXECUTIVE MANAGEMENT AND CONFIDENTIAL EMPLOYEES' PERSONNEL AND PROCEDURES MANUAL CLARIFYING THE PENSION BENEFITS OF THE POSITIONS OF CHIEF OF STAFF, BUDGET DIRECTOR AND CHIEF TECHNOLOGY OFFICER; AND INCLUDING THE CITY BUDGET DIRECTOR, CHIEF TECHNOLOGY OFFICER AND MANAGER OF HUMAN RESOURCES AND BENEFITS AS KEY EMPLOYEES

WHEREAS, on December 19, 2011, the City of New Haven Board of Alders approved an Executive Management and Confidential Employees Personnel and Procedures Manual which sets forth a description of the employee benefit plans offered by the City of New Haven (the "City") to non-bargaining unit employees listed in such manual (the "2011 Manual"); and

WHEREAS, the City of New Haven is seeking Board of Alder approval to appoint the positions of Budget Director, Chief Technology Officer, and Manager of Human Resources and Benefits as key employees are outlined in Article 19 of the Executive Management and Confidential Employees Personnel and Procedures Manual; and

WHEREAS, the provisions concerning pension benefits available to Executive Management and Confidential Employees Personnel and Procedures Manual which are currently set forth in the 2011 Manual, Article 18 – Pensions; and

WHEREAS, the City wishes to update Article 18 of the 2011 Manual to clarify/make changes to the benefits offered to Executive Management and Confidential positions of Chief of Staff, Budget Director and Chief Technology Officer as set forth in Article 18; and

WHEREAS, The City of New Haven is seeking Board of Alder approval for to clarify/make changes to the Executive Management and Confidential Employees Article 18 as referenced below:

Article 18 — Pensions

(1) Membership in the City Employees' Retirement Fund ("CERF")

All Executive Management Employees, all Confidential Employees and all full-time Elected and Appointed Officials (other than members of Local 1303-464), who are currently members of the City Employees Retirement Fund ("CERF") as of the date that this Manual becomes effective under Section 41 of the Charter of the City of New Haven (the "Effective Date") may^[BSW1] shall continue to be members of CERF. In addition, all members of CERF, including but not limited to retired and Conditional Members (as defined in the Articles), and who subsequently are appointed to all Executive Management, Confidential Employees-Employee positions, Appointed Official positions or who are elected to full-time Elected Official positions hired on or before the Effective Date who are General Fund Employees and who are not Sworn Services employees may continue to shall be members of CERF, after their appointments or elections to such positions. Moreover, any full-time elected officials whose date of taking office occurs on or before the Effective Date shall be members of CERF. Additionally, any Confidential Employee who is a member of CERF and subsequently becomes an

~~Executive Management Employee on or after the Effective Date shall remain a member of CERF. Notwithstanding the foregoing, or any other provision of this Article, any Executive Management, or Confidential Employee, Appointed Official, or Elected Official who is participating in or receiving benefits from or eligible to participate in any other pension or retirement fund of the City or the State of Connecticut including but not limited to a member of the Policemen and Firemen's Pension Fund ("P&F"), shall not be permitted to join CERF upon being appointed to an Executive Management, Confidential Employee, or Appointed Official position or upon being elected to an Elected Official position, provided, however that an active employee who is a member of P&F may transfer his or her contributions from P&F to CERF, upon being appointed to an Executive, Confidential or Appointed Official position or upon being elected to a full-time Elected Official position pursuant to Article I, Section 12 of the Articles of the Pension Agreement of the Management Contract for members of Local 3144 AFSCME, AFL-CIO July 1, 2015-June 30, 2020- attached hereto as Schedule A (the "Articles").~~

(2) Applicable Pension Provisions for Executive Management, Confidential Employee, Appointed Official, and Elected Official Members of CERF

(3) Except as set forth herein, the provisions of the Articles of the Pension Agreement of the Management Contract for members of Local 3144 AFSCME, AFL-CIO (the "Articles") shall apply to the Confidential Employees, and Executive Management Employees, Appointed Officials and Elected Officials who are members of CERF under this Manual. Any amendments or modifications to the Articles shall apply to such employees as permitted by applicable law. Attached as Schedule A is the form of the Articles that was in effect as of June 20, 2010. To the extent that the provisions of the Articles conflict with the provisions of this Manual, including this Article 18, the provisions of this Manual will control.

(4) Notwithstanding the foregoing, Schedule A, Article II, Section 6(e) of the Articles shall not apply to Executive Management, and Confidential Employees, Appointed Officials or Elected Officials who are members of CERF under this Manual. Rather, any Elected Official whose period in office expires or any (i) or elected official or Appointed Official (other than members of Local 1303-464), (ii) (including Coordinators appointed pursuant to Article V, Section 11 of the Charter of the City of New Haven or a successor Charter) or (iii) the Budget Director, Chief Technology Officer, and the Chief of Staff or an employee who is performing the essential functions of such positions on the effective date of this Manual if such positions are subsequently renamed or eliminated and who is appointed by the Mayor under Article III, Section 4A of the Charter or a successor Charter, whose service is terminated involuntarily, not due to malfeasance or misfeasance in office, or who resigns after completion of ten (10) years of Credited Service, shall subsequently receive, commencing upon the attainment of the age of sixty (60) or upon qualification for disability annuity or upon satisfying the eligibility requirements of Article II, Section 4(b) of the Articles as such Section 4(b) may be amended from time to time, an annuity for life equal to forty percent (40%) of the greater of (i) the last fiscal year budgeted salary or (ii) his or her average annual rate of pay averaged over those five (5) years of service producing the highest average, plus two percent (2%) of such average annual rate of pay for each full year of service in excess of ten (10) years, provided such annuity shall not exceed seventy percent (70%) of his or her average annual rate of pay averaged over those five (5) years of service producing the highest average (the "Appointed Official's Benefit"). There shall be no early retirement Appointed Official's benefit. No provision of this Manual shall preclude an Executive Management, Confidential Employee, Appointed Official, or Elected Official from electing to receive another form benefit to which she or he is entitled to under the Articles.

(A) Contributions by Executive Management, Confidential Employee, Appointed Official, and Elected Official Members of CERF

The contribution rate of all Executive Management, and Confidential Employees, Appointed Officials and Elected Officials who are members of CERF shall be the higher of (i) the FICA rate or (ii) the contribution rate of CERF members of Local 3144, at the time that such contributions are made [BSW2].

(B) Social Security and Section 457 Plan

(1) All Executive Management, Confidential Employees, Appointed Officials, and Elected Officials who are not eligible to join CERF under this Manual - Employees whose initial hire date into City service is on or after July 1, 2008, all Executive Management Employees and elected officials who are rehired into City service or in the case of elected officials assume office on or after the Effective Date who are not members of CERF or members of the Policemen and Firemen's Pension Plan (the "P&F Plan") at the time of their rehire or assumption of elected office and all Confidential employees whose hire date or rehire date into City service is on or after the Effective Date and who are not members of CERF or P&F (aggregately the "New Hires") shall be covered by Social Security. In addition, for these employees, the City shall contribute 7.5% of their base pay into a Section 457 defined contribution plan (the "Section 457 DC Plan [BSW3]"). The DC Plan shall be established by the Director of Labor Relations in coordination with the Department of Finance, the Department of Human Resources, and the Department of Management and Budgets

(2) Executive Management, Confidential Employees, Appointed Officials, and Elected Officials who are eligible to participate in CERF under this Manual, may within thirty (30) days of becoming an Executive Management Employee, a Confidential Employee, an Appointed Official or an Elected Official elect to be enrolled in the Section 457 Plan and to be covered by Social Security [BSW4]. If such Executive Management Employee, Confidential Employee, Appointed Official or Elected Official chooses to participate in the Section 457 Plan rather than CERF and is vested in the payment of benefits from CERF, then the employee shall not be eligible to receive benefit payments from CERF until such time as the employee retires from City service, and time served while a participant in the Section 457 Plan shall not count towards Credited Service for purposes of determining the retirement pension benefit payable to such employee from CERF. In addition, earnings received during the time of participation in the Section 457 Plan shall not be taken into consideration for purposes of determining the retirement pension benefit payable to such employee from CERF.

E. Withdrawal of Contributions

An Executive Management, Confidential Employee, Appointed Official or an Elected Official member of CERF shall not be permitted to withdraw his or her contributions to CERF until he or she terminates employment with the City.

F. Membership in P&F

All Executive Management and Confidential Employees in a All-Sworn Services capacity (Police and Fire) who are currently members of P&F may continue to be members of P&F. In addition all employees who are members of the "P&F Plan" at the time of becoming Confidential Employees or Executive Management Employees may remain as members of the P&F Plan provided that they remain in a Sworn Services capacity. (Police or Fire). Any Confidential Employee who is a Sworn

Services Employee hired before the Effective Date shall be permitted to become a member of the P&F Plan. Any Executive Management or Confidential Employee in a Sworn Services capacity who is participating in or receiving benefits from any other pension or retirement fund of the City, including but not limited to a member CERF, shall not be permitted to join P&F upon being appointed as an Executive Management or Confidential Employee in a Sworn Services capacity. Provided, however that an active employee who is a member of CERF who becomes an Executive Management or a Confidential Employee in a Sworn Services capacity may transfer his or her contributions from CERF to P&F, upon such appointment as permitted by the applicable Police Contract or the Local 825 Agreement.

G. Applicable Pension Provisions for Executive Management and Confidential Employee Members of P&F

(1) Police Members -The provisions of the pension article (Article 14) of the collective bargaining agreement between the City and New Haven Police Union Elm Local City, Local, CACP July 1, 2016-June 30, 2022-530 and Council 15, AFSCME, AFL-CIO in effect on the Effective Date (the "Local 530 Agreement"), (the "Police Contract") as such provisions may be amended from time to time and as permitted by law, shall apply to Executive Management and Confidential Employees members of the P&F Plan who are police employees. Notwithstanding the foregoing, Article 145, Section 1(W) of the Police Contract Local 530 Agreement, which provides that Police employees "hired in or prior to 1990 who at the time of retirement have a four (4) year average that is not more than the employee's base salary, said employee's total annual earnings shall be the equivalent of the annual salary of an employee's holding the next higher rank to that held by the retiring employee prior to retirement," or language substantially similar thereto which may be included in any future collective bargaining agreement between the City and Local CACP-530, shall not apply to the calculation of pension benefits from under the P&F Plan of to Executive Management and Confidential Employees who are Police employees. Further, notwithstanding the provisions of Article 14, Section 1(T). Executive Management and Confidential Employees who are police employees shall be permitted to exchange their sick time for pension credits in accordance with the provisions of that section but shall not be counted in the cap of the 20 employees who are permitted to purchase such sick time. To the extent that the provisions of the Police Contract 530 Agreement conflict with the provisions of this Manual, including this Article 18, the provisions of this Manual will control.

(2) Fire Members The provisions of the pension article (Article XXXII) of the collective bargaining agreement between the City and New Haven Fire Union, Local 825 International Association of Fire Fighters, AFL-CIO July 1, 2018-June 30, 2024 in effect on the Effective Date (the "Local 825 Agreement"), as such provisions may be amended from time to time and as permitted by law, shall apply to Executive Management and Confidential Employees members of the P&F Plan who are fire fighters. To the extent that the provisions of the Local 825 Agreement conflict with the provisions of this Manual, including this Article 18, the provisions of this Manual will control.

(H) Contributions by Sworn Services Executive Management and Confidential Employees

The contribution rate for Sworn Services Executive Management Employees and Confidential Employees who are members of P&F Plan shall be the higher of (i) the FICA rate or (ii) the contribution rate contained in the applicable collective bargaining agreement (Police or Fire) at the time of the contribution [BSW5].

(I) Social Security and Section 457 Plan

(1) Sworn Services Executive Management and Confidential Employees who are not eligible to join P&F members shall be covered by Social Security. In addition, the City shall contribute 7.5% of their base pay into the Section 457 Plan.

(2) Alternatively, Sworn Services Executive Management and Confidential Employees who are eligible to participate in the P&F Plan may within thirty (30) days of becoming an Executive Management Employee or a Confidential Employee elect to be enrolled in the Section 457 DC Plan and to be covered by Social Security. If such Executive Management Employee or Confidential Employee chooses to participate in the Section 457 DC Plan rather than the P&F Plan and has a vested benefit payable from P&F; then the employee shall not be eligible for benefit payments from under the P&F Plan until such time as the employee retires from City service, and time served while a participant in the Section 457 DC Plan shall not count towards Credited Service for purposes of determining the retirement pension benefit payable to such employee from under the P&F Plan. In addition, earnings received during the time of participation in the Section 457 DC Plan shall not be taken into consideration for purposes of determining the retirement pension benefit payable to such Executive Management Employee or Confidential Employee from under the P&F Plan. The contribution rate of all Executive Management and Confidential Employees who are members of CERF shall be the higher of (i) the FICA rate or (ii) the contribution rate of CERF members of Local 3144. For Sworn Services Executive Management Employees and Confidential Employees who are participants of the P&F Plan, the contribution rate shall be the higher of (i) the FICA rate or (ii) the contribution rate contained in the appropriate collective bargaining agreement (Police or Fire at the time of the contribution).

J. Withdrawal of Contributions

A Sworn Services Executive Management or Confidential Employee member of P&F shall not be permitted to withdraw his or her contributions from P&F until he or she terminates employment with the City

Any Executive Management Employee or Confidential Employee who (1) has continuous City service since the date of his or her initial hire to the Election Period Termination Date (as defined below) but was not a member of CERF during a portion of the period when he or she was a General Fund Employee, (2) is employed by the City as a General Fund Employee on the date of his or her Election, (3) is not a Sworn Services employee on such date, and (4) in the case of an Executive Management Employee, was employed by the City on June 30, 2008, and in the case of a Confidential Employee, is employed by the City on June 30, 2011, shall be allowed to purchase pension credit for past General Fund service time up to the Maximum Period (as defined below).

An employee who wishes to join CERF and/or purchase past service credit under the terms set forth in this Article 18 shall notify the CERF Retirement Board of his her desire to join CERF and/or purchase past service credit and the period of time for which the employee wishes to purchase past service credit (the "Election Notice"). The Election Notice shall be in writing and received by the CERF Retirement Board no later than June 30, 2012 (the "Election Period Termination Date"). No employee shall be permitted to purchase past service credit in excess of the Maximum Period (ten (10) years of service credit subject to a downward adjustment as described below), except as set forth below.

The amount that an employee shall be required to pay to purchase past service credit shall be as follows (i) for the first two years of past service credit or any fraction thereof, the employee shall pay the amount of contributions that such employee would have made to CERF for that period of prior service plus Interest (as defined below); (ii) for the subsequent three years of past service credit or any fraction thereof that the employees wishes to purchase, the employee shall pay one

and one-half (1 1/2) times the amount of contributions such employee would have made to CERF for that period of prior service plus Interest; and (iii) for the subsequent five years of past service or any fraction thereof that an employee wishes to purchase (except to the extent that the Maximum Period is adjusted to less than ten (10) years as hereinafter provided), the employee shall pay twice the amount of contributions that the employee would have made to CERF for that period of prior service plus Interest. In the event that an employee wishes to purchase past service credit in excess of ten (10) years and/or in excess of the Maximum Period if the Maximum Period is less than ten (10) years (an "Excess Purchase"), then the CERF Retirement Board shall notify the employee of the pension liability to the City resulting from the Excess Purchase, and in addition to the amounts that the employee is required to pay to purchase his or her past service as described above, the employee shall pay the City's Pension Liability arising out of the Excess Purchase in order to make an Excess Purchase.

Subsequent to the Election Period Termination, the City shall determine (without consideration of any request to purchase past service credit in excess of ten (10) years), the total pension liability to the City resulting from all of the elections by eligible employees to join CERF and/or buyback past service credit under the provisions of this Article 18 (the "Total Pension Liability"). If the Total Pension Liability exceeds seventy-five thousand dollars (\$75,000), the CERF Retirement Board shall adjust the Maximum Period downward from ten (10) years of past service credit until the Total Pension Liability does not exceed seventy-five thousand dollars (\$75,000). Interest on an employee's purchase of past service credit (including the City's pension liability arising out of an Excess Purchase, if applicable) shall be (i) 3% interest compounded annually on such sums if payment is to be made no later than 6 months after the Election Period Termination Date or (ii) Prime Rate plus 2% compounded annually on the amount of contributions, if the Purchase Amount is to be paid later than 6 months after the Election Period Termination Date. Prime Rate is the prime rate charged by CERF's custodian bank at the time of receipt of the Election Period Termination Date. The total amount that an employee shall pay to purchase past service credit under this Article 18 shall be paid by a lump sum contribution or in equal installments over a period not to exceed three years and may be paid by voluntary payroll deduction on a pre-tax basis or other arrangement approved by the CERF Retirement Board.

(K) Illegal Conduct

Notwithstanding any language in this Article or any prior provisions of this Manual or any provisions of Schedule A or the Police Contract or the Local 825 Agreement, P&F Plan, any employee covered by this Manual who engages in illegal conduct performed while acting as if the actions are under the color of law or in the course and scope of his or her employment or during which time the employee was being paid to perform work for the City, and is terminated from employment by the City for such conduct, shall forfeit his or her rights to all pension and other retirement benefits and only be allowed to recover funds that said employee actually contributed to CERF or to the P&F Plan, as the case may be, plus an interest rate as determined by the applicable retirement board, to the extent permitted by law.

NOW, THEREFORE, BE IT ORDAINED by the New Haven Board of Alders that:

- Section 1. The positions of Budget Director, Chief Technology Officer, and Manager of Human Resources and Benefits be established as Key employees as outlined in Article 19 of the Executive Management and Confidential Employees Personnel and Procedures Manual.
- Section 2. That Article 18 of the Executive Management and Confidential Employees Personnel and Procedures Manual be updated as described in the body of the ordinance.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO
THE BOARD OF ALDERMEN

TO (list applicable aldermen/women): Entire Board
DATE: Monday, August 29, 2022

FROM: Department Office of Management and Budget and Budget
Person Michael Gormany Telephone 203-946-6413

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Aldermen.

ORDINANCE AMENDMENT ADOPTING CHANGES TO ARTICLE 18 (PENSION) OF THE EXECUTIVE MANAGEMENT AND CONFIDENTIAL EMPLOYEES' PERSONNEL AND PROCEDURES MANUAL CLARIFYING THE PENSION BENEFITS OF THE POSITIONS OF CHIEF OF STAFF, BUDGET DIRECTOR AND CHIEF TECHNOLOGY OFFICER; AND INCLUDING THE CITY BUDGET DIRECTOR, CHIEF TECHNOLOGY OFFICER AND MANAGER OF HUMAN RESOURCES AND BENEFITS AS KEY EMPLOYEES

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) before it is submitted to the Legislative Services Office for the Board of Aldermen agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Aldermen.

FISCAL IMPACT STATEMENT

DATE: Monday, August 29, 2022
FROM (Dept.): Office of Management and Budget
CONTACT: Michael Gormany PHONE: 203-946-6413

SUBMISSION ITEM (Title of Legislation):

ORDINANCE AMENDMENT ADOPTING CHANGES TO ARTICLE 18 (PENSION) OF THE EXECUTIVE MANAGEMENT AND CONFIDENTIAL EMPLOYEES' PERSONNEL AND PROCEDURES MANUAL CLARIFYING THE PENSION BENEFITS OF THE POSITIONS OF CHIEF OF STAFF, BUDGET DIRECTOR AND CHIEF TECHNOLOGY OFFICER; AND INCLUDING THE CITY BUDGET DIRECTOR, CHIEF TECHNOLOGY OFFICER AND MANAGER OF HUMAN RESOURCES AND BENEFITS AS KEY EMPLOYEES

List Cost: Commercial Lease for City of New Haven Health Department for FY 2022-23

	GENERA	SPECIAL	BOND	CAPITAL/LINE ITEM/DEPT/ACT/OB J CODE
	L			
A. Personnel				
1. Initial start up				
2. One-time				
3. Annual				
B. Non-personnel				
1. Initial start up				
2. One-time				
3. Annual				

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>

1. One-time
2. Annual

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation
<input type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION, IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: Monday, August 29, 2022

Meeting Submitted For: September 06, 2022

Regular or Suspension Agenda: Regular

Submitted By: Michael Gormany

Title of Legislation:

ORDINANCE AMENDMENT TO APPROPRIATING ORDINANCE NUMBER 1, OF THE BOARD OF ALDER APPROVED FISCAL YEAR 2022-23 BUDGET: SEEKING APPROVAL FOR THE RECLASSIFICATION OF GENERAL FUND POSITIONS WITHIN THE HUMAN RESOURCES OFFICE, OFFICE OF THE ASSESSOR, PARKS AND PUBLIC WORKS DEPARTMENT, AND POLICE DEPARTMENT.

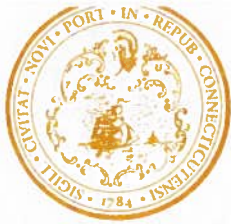
Comments: Legistar File ID: OR-2022-0025

Coordinator's Signature: 

Controller's Signature (if grant):

Mayor's Office Signature: 

Call 946-7670 with any questions.



City of New Haven
Office Of Management and Budget
Justin M. Elicker, Mayor
Michael Gormany, City Budget Director

Monday, August 29, 2022

Alder Tyisha Walker
President, Board of Alders, 23rd Ward
165 Church Street
New Haven, CT 06510

RE: Ordinance Amendment to Appropriating Ordinance # 1 Reclassifying positions within the Office of Human Resources, Office of the Assessor, Parks and Public Works Department, and Police Department for FY 2022-23

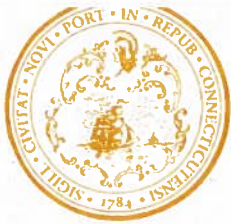
Dear Honorable President Walker-Myers:

As required by City Charter and General Code of Ordinance, please find attach an amendment to appropriating number one for FY 2022-23, reclassifying positions adopted in the fiscal year 2022-23 budget for the Office of Human Resources, Office of the Assessor, Parks and Public Works Department, and Police Services.

The positions as listed in the ordinance amendment are vacated positions (Assessor and Parks and Public Works) and an anticipated retirement (Police Services). As in the past, the positions within the Assessor's Office and Parks and Public Works are being reclassified within the original bargaining unit of the original positions.

The position within the Office of Human Resources is requesting a change from Personnel Analyst to Senior Personnel Analyst upon a vacancy arising. In the possibility the position becomes vacant based on civil services testing, the City would change the position title to Senior Personnel Analyst. This would give the City greater flexibility and expediency in hiring for the position. If the position does not become vacant, it will remain as approved in the FY 2023 Board of Alder approved budget.

The position change with the Police Department is based on an anticipated retirement. Per a prior memorandum of understanding pertaining to the position of Records Supervisor. The records supervisor is a supervisory position located within the 884 (clerical) bargaining unit. The MOU outlines procedures between the City, local 884, and local 3144 on the terms of the position reclassification.



City of New Haven
Office Of Management and Budget
Justin M. Elicker, Mayor
Michael Gormany, City Budget Director

The reclassification of the positions is required by City Charter and General Code of Ordinance. If approved, the positions must follow all normal City process for hiring and civil service rules. All incumbents of the positions are fully aware. The Office of Management and Budget and Chief Administrative Office has discussed the position changes with the three effected agencies. IT is the recommendation that the changes will create efficiencies in management and operations of each department.

If you should have any questions, please feel free to contact me at 946-6413. I thank you and hope for your favorable consideration of this item.

Michael Gormany
City Budget Director
City Acting Controller

Rebecca Bombero
Deputy Chief Administrative Officer

ORDINANCE AMENDMENT TO APPROPRIATING ORDINANCE NUMBER 1, OF THE BOARD OF ALDER APPROVED FISCAL YEAR 2022-23 BUDGET; SEEKING APPROVAL FOR THE RECLASSIFICATION OF GENERAL FUND POSITIONS WITHIN THE HUMAN RESOURCES OFFICE, OFFICE OF THE ASSESSOR, PARKS AND PUBLIC WORKS DEPARTMENT, AND POLICE DEPARTMENT.

WHEREAS Article VIII, Section 3 of the City Charter and Section 2-386 of the Code of General Ordinances requires the approval of the Board of Alders to create a position not included in the budget as adopted, or to reclassify an existing and included position; and

WHEREAS Office of the Assessor, and Parks and Public Works Department are seeking approval to reclassify vacant positions; and

WHEREAS The Human Resources Office is seeking approval to reclassify the position of Personnel Analyst to Senior Personnel Analyst if a vacancy arises; and

WHEREAS The Police Department is seeking approval to reclassify a position upon the incumbent retirement per a previous memorandum of understanding; and

WHEREAS The following positions are looking to be reclassified in the FY 2022-23 Budget

Human Resources (upon vacancy)

6015 Personnel Analyst	(EM)
TBD Senior Personnel Analyst	(EM)

Assessor's Office (vacant)

1006 Assessment Info Clerk	(884)
TBD Administrative Assistant	(884)

Parks and Public Works (vacant)

3202 Administration and Finance Manager	(3144)
TBD Management and Policy Analyst	(3144)

Police Services (upon incumbents' retirement)

3202 Records Supervisor	(884)
TBD Supervisor of Records Administration	(3144)

; and

WHEREAS The Office of the Assessor, Parks and Public Works Department and Police Department are not seeking a budgetary transfer and are planning to hire within the allocated salary budget for the position's reclassifications (within bargaining unit agreement rules).

NOW, THEREFORE, BE IT ORDAINED by the New Haven Board of Alders that:

- Section 1. The title reclassifications within the Human Resources Office, Office of the Assessor and Parks and Public Works Department be re-classified within the FY 2022-23 budget
- Section 2. The title reclassifications within the Human Resources Office be reclassified if a vacancy arises
- Section .3 The title reclassifications within the Police Department to be re-classified upon the incumbent retirement

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO
THE BOARD OF ALDERMEN

TO (list applicable aldermen/women): Entire Board
DATE: Monday, August 29, 2022

FROM: Department Office of Management and Budget and Budget
Person Michael Gormany Telephone 203-946-6413

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Aldermen.

ORDINANCE AMENDMENT TO APPROPRIATING ORDINANCE NUMBER 1, OF THE BOARD OF ALDER APPROVED FISCAL YEAR 2022-23 BUDGET: SEEKING APPROVAL FOR THE RECLASSIFICATION OF GENERAL FUND POSITIONS WITHIN THE HUMAN RESOURCES OFFICE, OFFICE OF THE ASSESSOR, PARKS AND PUBLIC WORKS DEPARTMENT, AND POLICE DEPARTMENT.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) before it is submitted to the Legislative Services Office for the Board of Aldermen agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Aldermen.

FISCAL IMPACT STATEMENT

DATE: Monday, August 29, 2022
 FROM (Dept.): Office of Management and Budget
 CONTACT: Michael Gormany PHONE: 203-946-6413

SUBMISSION ITEM (Title of Legislation):

ORDINANCE AMENDMENT TO APPROPRIATING ORDINANCE NUMBER 1, OF THE BOARD OF ALDER APPROVED FISCAL YEAR 2022-23 BUDGET: SEEKING APPROVAL FOR THE RECLASSIFICATION OF GENERAL FUND POSITIONS WITHIN THE HUMAN RESOURCES OFFICE, OFFICE OF THE ASSESSOR, PARKS AND PUBLIC WORKS DEPARTMENT, AND POLICE DEPARTMENT.

List Cost: Commercial Lease for City of New Haven Health Department for FY 2022-23

	GENERA L	SPECIAL	BOND	CAPITAL/LINE ITEM/DEPT/ACT/OB J CODE
A. Personnel				
1. Initial start up	N/A			
2. One-time	N/A			
3. Annual	N/A			
B. Non-personnel				
1. Initial start up	N/A			
2. One-time	N/A			
3. Annual				

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO
 YES

- 1. One-time
- 2. Annual

Donna Rockhill position

City of New Haven
And
Local 3144, Council 4,
AFSCME, AFL-CIO

RE: MPP-32,301 and MPP-32,547
Violations of Settlement Agreement:
Police Grant Writer
July 19, 2017

SETTLEMENT AGREEMENT

WHEREAS, the use of a contract employee at the Police Department for grant writing and grant management activities was the subject of an initial MOU (6/17/14) which resolved MPP-30,954; and

WHEREAS, the City violated terms of that MOU, which led to a second MOU (9/3/15); and

WHEREAS, the Union filed the above referenced MPP complaints alleging violations of a settlement agreement, insofar that the Police Department (1) permitted the contract employee to work past the March 1, 2016 deadline without obtaining the Union's consent, and (2) failed to negotiate a new job description for the position as agreed upon in the MOU, which resulted in an existing job description to be used for posting, testing, and filling the vacancy.

In full settlement of the above captioned matters, The City of New Haven and Local 3144, Council 4, AFSCME, AFL-CIO hereby agree to settle and resolve, in their entirety, the above-captioned MPP complaints as follows:

1. The City agrees to pay the Union eighteen hundred dollars (\$1,800.00) which represents the previously agreed monthly union dues for the time period from March 2016 through the employee becoming a dues-paying bargaining unit member. The City further agrees to pay the Union thirty-five hundred dollars (\$3,500.00) which represents costs and attorney's fees in resolving these matters along with the penalty for violating the MOU. Said payments will be made within thirty (30) calendar days of the execution of this Settlement Agreement.
2. The Department/City shall not object to a return of NIBRS audit duties to the bargaining unit and the consequent reclassification of the current **Records Supervisor into the bargaining unit**. The parties acknowledge that such changes are predicated upon Local 884 agreeing to relinquish said work and said member. A meeting to discuss these changes between Labor Relations, the Police Chief/designee(s), and the affected Union Presidents shall take place by September 15, 2017. In the event that Local 884 is unwilling to give back this work to Local 3144, at such time that Donna Rockhill vacates her position, a new civilian supervisory position assigned to Records will be placed in the supervisor's Union. In the interim, the Police Chief/designee agrees to meet with the Local 3144 President/designee on an annual basis to discuss issues surrounding records room supervision/reorganization.
3. In the future, the Department must obtain permission from the Union in advance whenever it seeks to utilize anyone outside the bargaining unit to perform the duties of a bargaining unit member which are beyond a *de minimis* nature. This item does not alter the MOU between the parties which governs the utilization of the bargaining unit members of Local 884 and the notice requirements in said MOU.

4. In consideration of the foregoing, the Union hereby withdraws the above captioned complaints.

In witness whereof, the parties have caused their names to be signed on this ____ day of August 2017.

City of New Haven

Local 3144, Council 4, AFSCME, AFL-CIO

By: |S|
Scott B. Nabel
Public Safety Human Resources
Manager

By: |S|
Cherlyn Poindexter
President

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation
<input type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION, tIF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: Monday, August 29, 2022

Meeting Submitted For: September 06, 2022

Regular or Suspension Agenda: Regular

Submitted By: Michael Gormany

Title of Legislation: Order to Enter into a Commercial Lease-Gateway Partners LLC
ORDER OF THE NEW HAVEN BOARD OF ALDERS, AUTHORIZING THE MAYOR,
BUDGET DIRECTOR, OR CONTROLLER TO ENTER INTO A ONE YEAR
COMMERCIAL LEASE AGREEMENT AND EXECUTE ANY AMENDMENTS THAT
MAY ARISE, WITH GATEWAY PARTNERS, LLC, IN THE AMOUNT OF FOUR-
HUNDRED AND FORTY THOUSAND-TWO HUNDRED AND SIXTY-TWO
DOLLARS (\$440,262) IN REGARD TO THE CITY OF NEW HAVEN HEALTH
DEPARTMENT OFFICES AND PUBLIC HEALTH CLINIC FOR FISCAL YEAR 2022-23.

Comments: LEGISTAR FILE ID: LM-2022-0407

Coordinator's Signature: _____

Controller's Signature (if grant): 

Mayor's Office Signature: 

Call 946-7670 with any questions.



City of New Haven
Office Of Management and Budget
Justin M. Elicker, Mayor
Michael Gormany, City Budget Director

Monday, August 29, 2022

Alder Tyisha Walker
President, Board of Alders
23rd Ward
Board of Alders
165 Church Street
New Haven, CT 06510

RE: Order for the City of New Haven to execute a lease with Gateway Partners LLC for the Health Department Offices and Public Health Clinic

Dear Honorable President Walker-Myers:

As required by City general code of ordinance section 2-376 (A), requires Board of Alders approval for any city contract that does not go to bid where the costs more than one hundred thousand dollars (\$100,000.00). The Health Department and Public Health clinic are located at 54 Meadow Street, New Haven CT. The health department leases the entire first floor and ninth floor consisting of seventeen thousand three hundred and eighty square feet (17,380 sq. ft.) more or less.

The City of New Haven is seeking to execute a one-year commercial lease with Gateway Partners LLC in an amount of \$440,262 (Base rent + Pro Rata annual). The previous lease was a multi-year lease with options to renew that fully expired on June 30, 2022. The funds for the lease were appropriated by the Board of Alders in the fiscal year 2022-23 budget under the Department of Finance based on the below negotiations with Gateway Partners. As outlined during the budget process (technical amendment), the overall base rent and pro-rata increased by Eight Percent (8.00%).

<u>Category</u>	<u>FY 2021 Amount</u>	<u>FY 2022 Amount</u>	<u>FY2023</u>
Base Rent	\$358,420.08	\$365,588.48	\$394,835.56
Monthly Cost	\$29,868.34	\$30,465.71	\$32,902.96
Square Footage	17,380	17,380	17,380
Per Sq. Foot	\$20.62	\$21.0	\$22.68
Pro rata Soft/Hard	\$3,436.34	\$3,505.07	\$3,785.48
Pro rata Annual	\$41,236.08	\$42,060.84	\$45,425.76

Please feel free to call me with any additional questions that may arise regarding this request.

Michael Gormany
City Budget Director
City Acting Controller

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS, AUTHORIZING THE MAYOR, BUDGET DIRECTOR, OR CONTROLLER TO ENTER INTO A ONE YEAR COMMERCIAL LEASE AGREEMENT AND EXECUTE ANY AMENDMENTS THAT MAY ARISE, WITH GATEWAY PARTNERS, LLC, IN THE AMOUNT OF FOUR-HUNDRED AND FORTY THOUSAND-TWO HUNDRED AND SIXTY-TWO DOLLARS (\$440,262) IN REGARD TO THE CITY OF NEW HAVEN HEALTH DEPARTMENT OFFICES AND PUBLIC HEALTH CLINIC FOR FISCAL YEAR 2022-23.

..body

WHEREAS, Section 2-376 (A) of the Code of General Ordinances requires Board of Alders approval for any city contract that does not go to bid that costs more than one hundred thousand dollars (\$100,000.00); and

WHEREAS, The City of New Haven Health Department Offices and Public Health Clinic is currently located at 54 Meadow Street, New Haven, CT; and,

WHEREAS, The Board of Alder approved fiscal year 2022-23 budget appropriated the funds within the Finance Department for the Health Department Lease; and

WHEREAS, The City of New Haven is seeking approval from the Board of Alders to enter into a lease agreement with Gateway Partners LLC, leasing the entire first floor and ninth floor consisting of seventeen thousand three hundred and eighty square feet (17,380 sq. ft.) more or less.

NOW, THEREFORE, BE IT ORDERED by the New Haven Board of Alders that:

The Mayor, Budget Director, or Controller is authorized to enter into a commercial lease agreement and execute any amendments that may arise, with Gateway Partners LLC in the amount of Four-Hundred and Forty Thousand-Two Hundred and Sixty-Two Dollars (\$440,262) regarding the City of New Haven Health Department offices and public health clinic for fiscal year 2022-23

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO
THE BOARD OF ALDERS

TO (list applicable Alders): Entire Board
DATE: Monday, August 29, 2022

FROM: Department Office of Management and Budget and Budget
Person Michael Gormany Telephone 203-946-6413

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders.

ORDER OF THE NEW HAVEN BOARD OF ALDERS, AUTHORIZING THE MAYOR, BUDGET DIRECTOR, OR CONTROLLER TO ENTER INTO A ONE YEAR COMMERCIAL LEASE AGREEMENT AND EXECUTE ANY AMENDMENTS THAT MAY ARISE, WITH GATEWAY PARTNERS, LLC, IN THE AMOUNT OF FOUR-HUNDRED AND FORTY THOUSAND-TWO HUNDRED AND SIXTY-TWO DOLLARS (\$440,262) IN REGARD TO THE CITY OF NEW HAVEN HEALTH DEPARTMENT OFFICES AND PUBLIC HEALTH CLINIC FOR FISCAL YEAR 2022-23.

Check one if this an appointment to a commission

- Democrat
- Republican
- Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the Alders(s) affected by the item.
2. This form must be sent (or delivered) directly to the Alders(s) before it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the Alders(s).
4. Copies to: Alders(s); sponsoring department; attached to submission to Board of Alders.

FISCAL IMPACT STATEMENT

DATE: Monday, August 29, 2022
FROM (Dept.): Office of Management and Budget
CONTACT: Michael Gormany PHONE: 203-946-6413

SUBMISSION ITEM (Title of Legislation):

ORDER OF THE NEW HAVEN BOARD OF ALDERS, AUTHORIZING THE MAYOR, BUDGET DIRECTOR, OR CONTROLLER TO ENTER INTO A ONE YEAR COMMERCIAL LEASE AGREEMENT AND EXECUTE ANY AMENDMENTS THAT MAY ARISE, WITH GATEWAY PARTNERS, LLC, IN THE AMOUNT OF FOUR-HUNDRED AND FORTY THOUSAND-TWO HUNDRED AND SIXTY-TWO DOLLARS (\$440,262) IN REGARD TO THE CITY OF NEW HAVEN HEALTH DEPARTMENT OFFICES AND PUBLIC HEALTH CLINIC FOR FISCAL YEAR 2022-23.

List Cost: Commercial Lease for City of New Haven Health Department for FY 2022-23 Impact

	<u>GENERAL</u>	<u>SPECIAL</u>	<u>BOND</u>	<u>CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE</u>
A. Personnel				
1. Initial start up				
2. One-time				
3. Annual				
B. Non-personnel				
1. Initial start up				
2. One-time	\$440,262			
3. Annual				

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>

1. One-time
2. Annual

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation (if applicable)
<input type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: 7/20/22

Meeting Submitted For: 8/1/22

Regular or Suspension Agenda: Regular

Submitted By: Marquelle Middleton

Title of Legislation:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN
AUTHORIZING THE EXECUTION OF THE BOARD OF EDUCATION AGREEMENT
WITH SCHOOLMINT, INC. THE PERIOD OF JULY 1, 2022 TO JUNE 30, 2025.

Comments: Legistar File ID: LM-2022-0348

Coordinator's Signature: 

Controller's Signature (if grant): 

Mayor's Office Signature: 

Call (203) 946-7670 with any questions.
bmontalvo@newhavenct.gov



NEW HAVEN PUBLIC SCHOOLS

July 20, 2022

Tyisha Walker-Myers
President, Board of Aldermen
City of New Haven
165 Church St, 2nd Floor
New Haven, CT 06520

Re: NHBOE – 3-Year Software Agreement (SchoolMint)

Dear Ms. Walker-Meyers,

I respectfully submit the enclosed submission requesting the approval of the Board of Alders for a three-year Agreement Between the New Haven Board of Education and SchoolMint. As this is a multi-year contract, the approval of the Board of Alders is required.

New Haven Public Schools proudly offers a range of school choice options to its school-age residents via our school choice lottery. For the past several years this process has been managed via an electronic software, SmartChoice. New Haven Public Schools has been notified that the current SmartChoice product will no longer be supported by the vendor after June 30, 2022. The product has reached its shelf life and New Haven Public Schools will need to invest in a new lottery software product beginning with the 2022-2023 fiscal year.

The Agreement is for three years and covers July 1, 2022 through June 30, 2025. The three-year agreement generously waives a \$21,000 associated implementation fee. The cost of the product by year with all associated fees is stated in the enclosed proposal. As well, the vendor has pledged their commitment to collaborate with New Haven Public Schools and ensure that we are able to customize necessary lottery logic and process steps in their software.

As Director of School Choice & Enrollment, I am confident that this school lottery management software will help efficiently support school choice efforts in New Haven public schools, enhance the end-user experience for parents and allow for continued process improvement. I look forward to the Alders' prompt approval of the Agreement.

Thank you again for your time and attention.

Very truly yours,

Mr. Marquelle Middleton
Director of Choice & Enrollment Office

..title

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING
THE EXECUTION OF THE BOARD OF EDUCATION AGREEMENT WITH
SCHOOLMINT, INC. THE PERIOD OF JULY 1, 2022 TO JUNE 30, 2025.

..body

WHEREAS, the New Haven Board of Education (the “Board”) and SchoolMint, Inc. (the “Contractor”) are the parties (collectively the “Parties”) to that certain agreement entitled Agreement Between the New Haven Board of Education and SchoolMint, Inc., July 1, 2022 – June 30, 2025 (the “2022-2025 Agreement”); and

WHEREAS, the Agreement expires by its term on June 30, 2025; and

WHEREAS, the Parties, over the course of several rounds of negotiation, secured a new Agreement that is considered fiscally responsible; and

WHEREAS, the Board Finance submitted the Agreement to the Board, which approved the 2022-2025 Agreement at its July 11, 2022 meeting; and

WHEREAS, the Charter of the City of New Haven requires the approval of the Board of Alders for contracts in excess of one-year.

NOW THEREFORE BE IT ORDERED, by the Board of Alders of the City of New Haven that the 2022-2025 Agreement is hereby approved.

BE IT FURTHER ORDERED, that the President of the Board of Education or the Mayor is authorized to execute the 2022-2025 Agreement.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of): ALL

WARD # All

DATE: **July 20, 2022**

FROM: Department/Office Choice & Enrollment Office
Person Marquelle Middleton Telephone 475-220-1435

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders in the near future:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN
AUTHORIZING THE EXECUTION OF THE BOARD OF EDUCATION
AGREEMENT WITH SCHOOLMINT, INC. THE PERIOD OF JULY 1, 2022 TO
JUNE 30, 2025.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Alders.

**FISCAL IMPACT STATEMENT
TO BE FILED WITH SUBMISSION OF ITEM TO BOARD OF ALDERMEN**

DATE: July 20, 2022

FROM: Marquelle Middleton, Choice & Enrollment Director

SUBMISSION ITEM: ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE EXECUTION OF THE BOARD OF EDUCATION AGREEMENT WITH SCHOOLMINT, INC. THE PERIOD OF JULY 1, 2022 TO JUNE 30, 2025.

I. List Cost: Describe in as much detail as possible: both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

	<u>General</u>	<u>Special</u>	<u>Capital/Bond</u>	<u>Line Item Dept/Act/Obj. Code</u>
A. Personnel				
1. Initial start-up				
2. One-time				
3. Annual				
B. Non-Personnel				
1. Initial start-up				
2. One-time				[see below]
3. Annual	2022-2023 - \$33,320			
	2023-2024 - \$34,986			
	2024-2025 - \$36,735.30			

II. List Revenues: Will this item result in any revenues for the City? Please list amount and type.

N/A



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: SchoolMint, Inc.

Doing Business As, if applicable:

Business Address: 214 Jefferson Street, Lafayette, LA 70501

Business Phone: 703-400-4132

Business email: jason.dolan@schoolmint.net

Funding Source & Acct # including location code: General Funds; 190-407-00-56694

Principal or Supervisor: Marquelle Middleton

Agreement Effective Dates: From 07/01/2022 To 06/30/2025

Hourly rate or per session rate or per day rate: 3 yr. contract: Yr. 1-\$33,320;
Yr. 2-\$34,986;
Yr. 3-\$36,735.30

Total amount: \$105,041.30

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

The acquisition of SchoolMint will replace the current use of the SchoolChoice lottery software for New Haven Public Schools. SchoolMint will provide a web-based software product that will electronically manage the school choice application and placement process. The acquired software will allow parents to complete school choice applications online, interface with the Office of School Choice & Enrollment and enable parents to receive their school placement results in real-time via the parent dashboard and email. Parents and applicants will be able to receive SMS text messages regarding their application and lottery results. This is anticipated 3-Year contract and in Year 1 would implement the new interface, migrate all lottery algorithm logic and support the annual lottery cycle. User training would be available in Year 1.

Submitted by: Marquelle Middleton Phone: 475-220-1435



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Marquelle Middleton
Date: June 28, 2022
Re: SchoolMint – Lottery Software Agreement

Please answer all questions and attach any required documentation as indicated below. Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** *School Mint, Inc.*
2. **Description of Service:** *Lottery Software management to replace current product; SchoolMint will support the district's school choice application and placement process.*
3. **Amount of Agreement and hourly or session cost: Multi-Year Agreement**
Year 1 - FY 2022-2023 \$33,320;
Year 2 - FY 2023-2024 \$34,986;
Year 3 - FY 2024-2025 \$36,735.30;
For a total of \$105,041.30.
4. **Funding Source** and account number: *General Funds: 190-407-00-56694*
5. Approximate number of staff served through this program or service: *N/A*
6. Approximate number of students served through this program or service: *7,500 (Annually)*
7. **Continuation/renewal or new Agreement?** *New*
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? *N/A*
 - b. What would an alternative contractor cost: *N/A*
 - c. If this is a continuation, when was the last time alternative quotes were requested? *N/A*
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? *This is not a service existing staff in the Office of School Choice & Enrollment can provide. For the past several years this process has been managed via an electronic software, SmartChoice. New Haven Public Schools has been notified that the current SmartChoice product will no longer be supported by the vendor after June 30, 2022. The product has reached its shelf life and New Haven Public Schools will need to invest in a new lottery software product beginning with the 2022-2023 fiscal year. SchoolMint is now the parent company. District staff do not have the capacity to manage the process equitably without use of this software.*

evaluate the vendor's performance as well. We will look at text/SMS integration capabilities, ease of user access and overall parent user experience (e.g. how easy it to submit and track your child's school choice application?)

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. *N/A*
 - c. How is this service aligned to the District Continuous Improvement Plan? *To create a more diverse educational environment. Reaching students throughout the district including the suburban areas.*
12. Why do you believe this Agreement is fiscally sound? *Yes, this contract is fiscally sound and will allow the district to continue the school choice lottery placement process.*
13. What are the implications of not approving this Agreement? *The implications of not approving this agreement will result in defunct district lottery process effective for the 2023 cycle. New Haven Public Schools would not be able to conduct the school lottery and thereby out of compliance with magnet school admissions requirements. There will ultimately be no applications received, projected lower enrollment and decreased revenue to our magnet schools. From a long-term perspective, programming would be impacted and there would be much confusion on how to offer admissions to over-subscribed schools in our district.*

Rev: 8/2021

Darnell Goldson
Member, New Haven Board of Education
Darnell.Goldson@new-haven.k12.ct.us
(203) 806-0411

August 26, 2022

The Honorable Tyisha Walker-Myers
President, New Haven Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

RE: REQUEST TO THE BOARD OF ALDERS TO REVIEW AND INVESTIGATE THE POLICIES AND PROCEDURES RELATED TO THE AWARDING CONTRACTS AT THE BOARD OF EDUCATION.

Dear President Walker-Myers,

The City of New Haven, along with the state and federal governments, are major funders of the New Haven Public Schools system. New Haven is by far the largest funding source for the schools, currently at \$190.6 million in what is known as General Funding. In fiscal year 2021-22 the NHPS received another \$206.5 million in other funding, known as Special Funding, for a total of \$397.1 million.

The NHPS is a separate body by state statute, though it conducts most of its large-scale contracting through the city's purchasing department, and follows city ordinances. I have been a member of the New Haven Board for Education for nearly seven years, and have worked with other board members to upgrade a finance reporting process that was not adequate for a \$400 million organization. Additionally, when I first joined the BOE, the finance reports were nonexistent and written board minutes were more than six months behind. We did much to move the financial reporting forward. We also reformed the contracting process so that the board had to approve contracts before they were awarded, which did not occur at the time. These may seem like simple changes, but they provided much more transparency and oversight for public spending decisions.

We now know what our budget entails and what where we spend our funds. Currently, 40% (\$77.2 million) of our General Funding budget goes towards teacher salaries, while 21% (\$40.5 million) is expended in contracting. Unfortunately, because of the past administration's desire to attract out of town students to our district, \$27.1 million of that contracting goes to transportation, and away from classrooms. This does not include the special funding. For nearly two years NHPS paid over \$46 million to an internationally owned bus company which did not transport children to schools. This is money which instead could have gone to teacher salaries and retention programming, or tutors, or any number of classroom related activities.

Though we have made significant changes to our fiscal reporting and oversight, there seems to be much further that we can go. During my time on the BOE I have witnessed a contracting awarding process that seems to morph and change over time, mainly based on who is in charge. I've also seen policies that creatively skirt city ordinances as well as Board of Education policies. For example, any multi-year

contract or a contract which is more than \$100,000 is supposed to go through a different process than a single year or less than \$100,000. Yet, the BOE regularly gets around that ordinance by writing the contract as a one-year contract with multiple renewals – sometimes four or five – effectively making the contract a five year or more term. This is only one example of the creative ways the NHPS have been able to avoid additional scrutiny before the Board of Alders and the New Haven public. I have observed a contracting process which ignored ordinances designed to protect New Haven based contractors. At one of our last meetings officials with both the NHPS and the city, who controlled a contractor awarding process, admitted on the record that they were not familiar with the city some city ordinances, as well as changing the bid price of the local contractor, effectively changing his lowest bidding status to the to the highest bidder.

These are just a few of the many issues which have raised concerns regarding the fiscal stewardship at the NHPS. I respectfully request that the New Haven Board of Alders convene a hearing to review, discuss, and potentially act on reforming the contracting process of the BOE and the city's purchasing department.

Respectfully submitted,

Darnell Goldson
Elected Member, District 2, New Haven Board of Education

August 25, 2022

To: Board of Alders

From: Donald Hayden, Tax Abatement Committee Staff

Ann DeMayo has submitted a petition to the Board of Alders for abatement (deferral of collection) of taxes due on her residence Grand Lists of 2020-2021.

ORDER ABATING (DEFERRING COLLECTION OF) REAL PROPERTY TAXES DUE FROM ANN T. DEMAYO ON HER RESIDENCE GRAND LISTS OF 2020 AND 2021.

ORDERED by the New Haven Board of Aldermen, acting pursuant to Section 12-124 of the Connecticut General Statutes, Revision of 1958 as amended, and Section 52 of the Charter of the City of New Haven, that the real property taxes laid for the Grand Lists of October 1, 2020 and October 1, 2021, (the "Taxes") on the premises known as 92 Concord Street (the "Property"), which premises are the sole residence of Ann T. DeMayo (the "Taxpayer"), be and hereby are abated (by which it is meant that collection of such Taxes shall be deferred) because said person is poor and unable to pay the same, provided that the following conditions shall be satisfied:

1. The Taxpayer shall execute an agreement with the City, approved by Corporation Counsel as to form and correctness, to pay the Taxes as specified in paragraph 4 hereinafter (the "Agreement"). The Taxes include the tax levied pursuant to law on the Property for the Grand List of October 1, 2020 and October 1, 2021, as that tax may be reduced by any tax credits or exemptions administered by the Assessor or Tax Collector pursuant to State law ("the Tax Principal"), plus the \$24.00 lien fee associated with the recording noted in paragraph 3 hereinafter.
2. The Agreement shall be in the form and manner required for the transfer of an interest in real property. It shall contain a legal description of the Property, shall be recorded in the New Haven Land Records, shall constitute a lien on said Property, and shall remain valid until paid.
3. The Tax Collector, acting pursuant to Chapter 205 of the statutes, shall cause to be recorded in the New Haven Land Records a certificate continuing the municipal tax lien, created by Section 12-172 of the statutes, with respect to the tax levied on the Property for the Grand Lists of October 1, 2020 and October 1, 2021.
4. The Taxes shall be due and payable in full upon the earliest of the death of the Taxpayers, or when the Taxpayers no longer reside at the Property, or upon the sale or transfer of title to the Property, whether voluntarily or involuntarily or by operation of law. Interest shall accrue at the rate of six percent per annum (one-half percent per month) on the Tax Principal specified in paragraph 1 from the due date of each installment thereof. Any interest which may have accrued in excess of such rate prior to the execution and recording of the Agreement shall be abated (eliminated). The municipal tax lien and the lien created by the Agreement shall be released by the Tax Collector when the Taxes secured thereby have been paid.
5. The Agreement, properly executed by the Taxpayer, shall be returned by the Taxpayer to the Office of Legislative Services for final review by Corporation Counsel, execution by the Mayor, and recording in the New Haven Land Records.

August 11, 2022

To: Board of Alders

From: Donald Hayden, Tax Abatement Committee Staff

Cheryl Hislop-Antunes has submitted a petition to the Board of Alders for abatement (deferral of collection) of taxes due on her residence, Grand List of 2021.

ORDER ABATING (DEFERRING COLLECTION OF) REAL PROPERTY TAXES DUE FROM CHERYL HYSLOP-ANTUNES ON HER RESIDENCE GRAND LIST OF 2021.

ORDERED by the New Haven Board of Aldermen, acting pursuant to Section 12-124 of the Connecticut General Statutes, Revision of 1958 as amended, and Section 52 of the Charter of the City of New Haven, that the real property taxes laid for the Grand List of October 1, 2021 (the "Taxes"), on the premises known as 122 Osborne Street (the "Property"), which premises are the sole residence of Cheryl Hyslop-Antunes (the "Taxpayer"), be and hereby are abated (by which it is meant that collection of such Taxes shall be deferred) because said person is poor and unable to pay the same, provided that the following conditions shall be satisfied:

1. The Taxpayer shall execute an agreement with the City, approved by Corporation Counsel as to form and correctness, to pay the Taxes as specified in paragraph 4 hereinafter (the "Agreement"). The Taxes include the tax levied pursuant to law on the Property for the Grand List of October 1, 2021 as that tax may be reduced by any tax credits or exemptions administered by the Assessor or Tax Collector pursuant to State law ("the Tax Principal"), plus the \$24.00 lien fee associated with the recording noted in paragraph 3 hereinafter.
2. The Agreement shall be in the form and manner required for the transfer of an interest in real property. It shall contain a legal description of the Property, shall be recorded in the New Haven Land Records, shall constitute a lien on said Property, and shall remain valid until paid.
3. The Tax Collector, acting pursuant to Chapter 205 of the statutes, shall cause to be recorded in the New Haven Land Records a certificate continuing the municipal tax lien, created by Section 12-172 of the statutes, with respect to the tax levied on the Property for the Grand List of October 1, 2021.
4. The Taxes, plus any legal fees, shall be due and payable in full upon the earliest of the death of the Taxpayer, or when the Taxpayer no longer resides at the Property, or upon the sale or transfer of title to the Property, whether voluntarily or involuntarily or by operation of law. Interest shall accrue at the rate of six percent per annum (one-half percent per month) on the Tax Principal specified in paragraph 1 from the due date of each installment thereof. Any interest which may have accrued in excess of such rate prior to the execution and recording of the Agreement shall be abated (eliminated). The municipal tax lien and the lien created by the Agreement shall be released by the Tax Collector when the Taxes secured thereby have been paid.
5. The Agreement, properly executed by the Taxpayer, shall be returned by the Taxpayer to the Office of Legislative Services for final review by Corporation Counsel, execution by the Mayor, and recording in the New Haven Land Records.

August 10, 2022

To: Board of Alders

From: Donald Hayden, Tax Abatement Committee Staff

Leon Sargeant and Cheryl Vitelli have submitted a petition to the Board of Alders for abatement (deferral of collection) of taxes due on their residence Grand Lists of 2018 through 2021.

ORDER ABATING (DEFERRING COLLECTION OF) REAL PROPERTY TAXES DUE FROM LEON SARGEANT AND CHERYL VITELLI ON THEIR RESIDENCE GRAND LISTS OF 2018 THROUGH 2021.

ORDERED by the New Haven Board of Aldermen, acting pursuant to Section 12-124 of the Connecticut General Statutes, Revision of 1958 as amended, and Section 52 of the Charter of the City of New Haven, that the real property taxes laid for the Grand Lists of October 1, 2018, October 1, 2019, October 1, 2020, and October 1, 2021 (the "Taxes"), on the premises known as 578 Winthrop Avenue (the "Property"), which premises are the sole residence of Leon H. Sargeant and Cheryl L Vitelli (the "Taxpayers"), be and hereby are abated (by which it is meant that collection of such Taxes shall be deferred) because said person is poor and unable to pay the same, provided that the following conditions shall be satisfied:

1. The Taxpayer shall execute an agreement with the City, approved by Corporation Counsel as to form and correctness, to pay the Taxes as specified in paragraph 4 hereinafter (the "Agreement"). The Taxes include the tax levied pursuant to law on the Property for the Grand Lists of October 1, 2018, October 1, 2019, October 1, 2020, and October 1, 2021 that tax may be reduced by any tax credits or exemptions administered by the Assessor or Tax Collector pursuant to State law ("the Tax Principal"), plus the \$24.00 lien fee associated with the recording noted in paragraph 3 hereinafter.
2. The Agreement shall be in the form and manner required for the transfer of an interest in real property. It shall contain a legal description of the Property, shall be recorded in the New Haven Land Records, shall constitute a lien on said Property, and shall remain valid until paid.
3. The Tax Collector, acting pursuant to Chapter 205 of the statutes, shall cause to be recorded in the New Haven Land Records a certificate continuing the municipal tax lien, created by Section 12-172 of the statutes, with respect to the tax levied on the Property for the Grand Lists of of October 1, 2018, October 1, 2019, October 1, 2020, and October 1, 2021.
4. The Taxes, plus any legal fees, shall be due and payable in full upon the earliest of the death of the Taxpayer, or when the Taxpayer no longer resides at the Property, or upon the sale or transfer of title to the Property, whether voluntarily or involuntarily or by operation of law. Interest shall accrue at the rate of six percent per annum (one-half percent per month) on the Tax Principal specified in paragraph 1 from the due date of each installment thereof. Any interest which may have accrued in excess of such rate prior to the execution and recording of the Agreement shall be abated (eliminated). The municipal tax lien and the lien created by the Agreement shall be released by the Tax Collector when the Taxes secured thereby have been paid.
5. The Agreement, properly executed by the Taxpayer, shall be returned by the Taxpayer to the Office of Legislative Services for final review by Corporation Counsel, execution by the Mayor, and recording in the New Haven Land Records.

August 4, 2022

To: Board of Alders

From: Donald Hayden, Tax Abatement Committee Staff

James C. Onofrio has submitted a petition to the Board of Aldermen for abatement (deferral of collection) of taxes due on his residence Grand Lists of 2020 and 2021.

ORDER ABATING (DEFERRING COLLECTION OF) REAL PROPERTY TAXES DUE FROM JAMES C. ONOFRIO ON HIS RESIDENCE GRAND LISTS OF 2020 AND 2021.

ORDERED by the New Haven Board of Aldermen, acting pursuant to Section 12-124 of the Connecticut General Statutes, Revision of 1958 as amended, and Section 52 of the Charter of the City of New Haven, that the real property taxes laid for the Grand Lists of October 1, 2020 and October 1, 2021 (the "Taxes"), on the premises known as 139 Pond Lily Avenue (the "Property"), which premises are the sole residence of James C. Onofrio (the "Taxpayer"), be and hereby are abated (by which it is meant that collection of such Taxes shall be deferred) because said person is poor and unable to pay the same, provided that the following conditions shall be satisfied:

1. The Taxpayer shall execute an agreement with the City, approved by Corporation Counsel as to form and correctness, to pay the Taxes as specified in paragraph 4 hereinafter (the "Agreement"). The Taxes include the tax levied pursuant to law on the Property for the Grand Lists of October 1, 2020 and October 1, 2021 that tax may be reduced by any tax credits or exemptions administered by the Assessor or Tax Collector pursuant to State law ("the Tax Principal"), plus the \$24.00 lien fee associated with the recording noted in paragraph 3 hereinafter.
2. The Agreement shall be in the form and manner required for the transfer of an interest in real property. It shall contain a legal description of the Property, shall be recorded in the New Haven Land Records, shall constitute a lien on said Property, and shall remain valid until paid.
3. The Tax Collector, acting pursuant to Chapter 205 of the statutes, shall cause to be recorded in the New Haven Land Records a certificate continuing the municipal tax lien, created by Section 12-172 of the statutes, with respect to the tax levied on the Property for the Grand Lists of October 1, 2020 and October 1, 2021.
4. The Taxes, plus any legal fees, shall be due and payable in full upon the earliest of the death of the Taxpayer, or when the Taxpayer no longer resides at the Property, or upon the sale or transfer of title to the Property, whether voluntarily or involuntarily or by operation of law. Interest shall accrue at the rate of six percent per annum (one-half percent per month) on the Tax Principal specified in paragraph 1 from the due date of each installment thereof. Any interest which may have accrued in excess of such rate prior to the execution and recording of the Agreement shall be abated (eliminated). The municipal tax lien and the lien created by the Agreement shall be released by the Tax Collector when the Taxes secured thereby have been paid.
5. The Agreement, properly executed by the Taxpayer, shall be returned by the Taxpayer to the Office of Legislative Services for final review by Corporation Counsel, execution by the Mayor, and recording in the New Haven Land Records.



**CITY OF NEW HAVEN
BOARD OF ALDERS**

Anna Festa
Alder, Ward 10

Chair
City Services and Environmental Policy Committee
Member
Finance Committee

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New Haven, CT 06511-2201

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September 6, 2022

New Haven Board of Alders
165 Church Street
New Haven, Connecticut 06510

Motion to Discharge

Reference: ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE SAFE ROUTES FOR ALL (SRFA) CITYWIDE ACTIVE TRANSPORTATION PLAN AND AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) OF 2022 IN A MANNER CONSISTENT WITH THE SAFE ROUTES FOR ALL (SRFA) CITYWIDE ACTIVE TRANSPORTATION PLAN.

Madam President:

The City Services and Environmental Policy Committee met on September 1, 2022. The Safe Routes for All Transportation Plan needs to be approved in time for the city to apply for grant funding in line with implementing this plan by the due date of September 15, 2022.

Therefore, the City Services and Environmental Policy Committee is requesting that the Board of Alders “discharge from committee” this item, so the full Board of Alders can vote on it tonight.

Sincerely,

Anna Festa

Hon. Anna M. Festa
Chair, City Services and Environmental Policy Committee

..title

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE SAFE ROUTES FOR ALL (SRFA) CITYWIDE ACTIVE TRANSPORTATION PLAN AND AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) OF 2022 IN A MANNER CONSISTENT WITH THE SAFE ROUTES FOR ALL (SRFA) CITYWIDE ACTIVE TRANSPORTATION PLAN.

..body

WHEREAS, Conn. General Statutes §7-148(c)(7) empowers the City of New Haven to regulate traffic on streets and highways; and

WHEREAS, the City of New Haven is committed to improving safety for vulnerable road users; and

WHEREAS, the global climate crisis necessitates the utilization of transportation modes that do not contribute additional carbon emissions; and

WHEREAS, as required by the Complete Streets Policy and Complete Streets Design Manual, adopted by the City of New Haven Board of Alders in 2010, all transportation facility designs consider and prioritize use by pedestrians, bicyclists and transit users of all ages and abilities; and

WHEREAS, the City of New Haven has sought and incorporated public feedback in years 2019, 2020, 2021, and 2022; and

WHEREAS, the Move New Haven Bus Study is focused on developing and evaluating alternative actions to improve the Greater New Haven regions' transit system.

NOW, THEREFORE, BE IT ORDERED, by the Board of Alders for the City of New Haven, the Safe Routes for All (SRFA) Citywide Active Transportation Plan is hereby approved.

FURTHER, IT IS HEREBY ORDERED, by the Board of Alders for the City of New Haven, the Mayor is authorized to apply for and accept funding from the Infrastructure Investment and Jobs Act (IIJA) of 2022 in a manner consistent with the Safe Routes for All (SRFA) City-wide Active Transportation Plan.

FURTHER, IT IS HEREBY ORDERED, that the Mayor, or his/her designee, is hereby authorized to execute on behalf of the City of New Haven such actions as may be considered necessary and appropriate to implement the intent and purposes set forth in this Order and the Safe Routes for All Citywide Active Transportation Plan.