

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

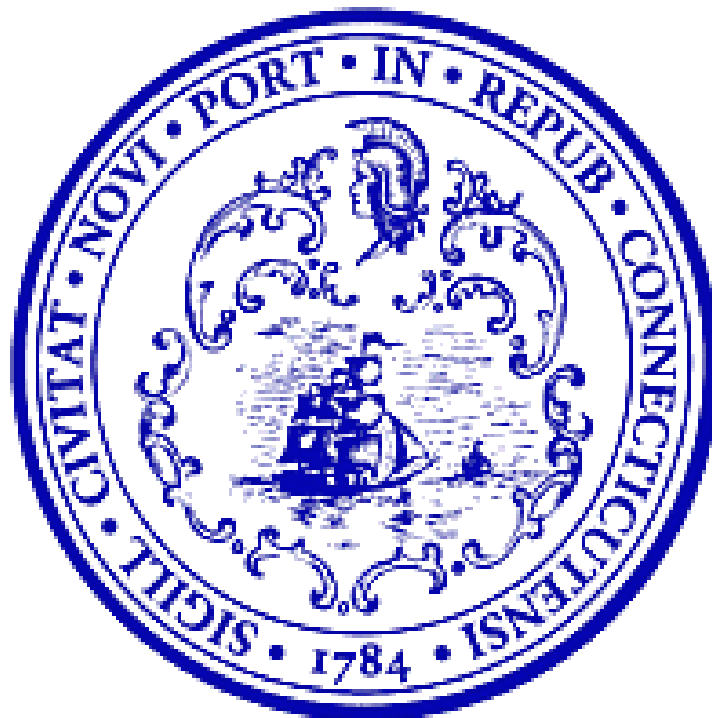
You are hereby required to meet in the Aldermanic Chambers of the City of New Haven on the date and time below.

**TUESDAY 20<sup>th</sup> DAY MARCH 2023**

**At 7:00 PM**

Given under my hand this 17th Day of March 2023

  
(Hon Justin Elicker)



The Seal of The City of New Haven

BOARD OF ALDERS  
REGULAR MEETING  
AGENDA  
March 20, 2023

Attendance -  
Divine Guidance-  
Approval of The Journal of March 7, 2023, Board of Alders Meeting

**UNANIMOUS CONSENT**

1. From Tax Collector, Order De Tax Refunds (March 20, 2023).
2. Order concerning the real property taxes of Charlese Carr on motor vehicle tax account 791307.
3. Order concerning the real property taxes of Naisha Casanova on motor vehicle tax account 58298.
4. Order concerning the real property taxes of Jenna Defelice on motor vehicle tax account 792623.
5. Order concerning the real property taxes of Ayisha Glenn on motor vehicle tax accounts 930671, 913310, 913309, 877266, 085878, and 070779.
6. Order concerning the real property taxes of Sophie I. Greenspan on motor vehicle tax account 71854.
7. Order concerning the real property taxes of Lauren Johnson on motor vehicle tax accounts 861860, 932899, and 76023.
8. Order concerning the real property taxes of George Long on motor vehicle tax accounts 80855, 79655, and 8126 Order concerning the real property taxes of Brenda Moore on motor vehicle tax account 84599.
9. Order concerning the real property taxes of Omar Polanco-Mendez on motor vehicle tax accounts 90513, 90514, 92808891239, 91240, and 91804.
10. Order concerning the real property taxes of Brenda Moore on motor vehicle tax account 84599.
11. Order concerning real property taxes of Yanira Romero on motor vehicle tax accounts 703589.
12. Order concerning real property taxes of Alajmi Saud on motor vehicle tax accounts 948968 and 51016.
13. From the Acting Controller / Budget Director submitting an Order of the New Haven Board of Alders, authorizing the Mayor, Budget Director, or Controller to enter into a thirty-six (36) month agreement for the continued (renewal) use of Microsoft licensing products through Dell Technologies (or related third-party supplier).

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14. From Yale University submitting an Order of the Board of Alders of the City of New Haven approving the closures of College Street between Grove and Elm Street, College Street between Elm and Chapel Street, and High Street between Elm and Chapel for Yale's graduation ceremony from 8 am to 12 pm on Monday, May 22<sup>nd</sup>, 2023.

**COMMUNICATIONS**

15. From Alder Brackeen submitting an Order calling for the City of New Haven Transportation, Traffic, and Parking Department to take the appropriate action to complete a traffic study and install a traffic light at the intersection of West Prospect and 360 Fountain Street.
16. From the Mayor submitting an Order of the New Haven Board of Alders approving the appointment of Sharyn Grant to the Commission on Aging.
17. From the Mayor submitting an Order of the New Haven Board of Alders approving the appointment of Samuel Kearsse to the Commission On Aging.
18. From the Mayor submitting an Order of the New Haven Board of Alders approving the appointment of Addie Kimbrough to the Livable City Initiative Board.
19. From the Mayor submitting an Order of the New Haven Board of Alders approving the appointment of Ned Parker to the Board of Ethics.
20. From the Mayor submitting an Order of the New Haven Board of Alders approving the appointment of Casey Pickett to the Development Commission.
21. From the Chief of Police submitting an Order of the Board of Alders of the City of New Haven authorizing the Mayor of the City of New Haven to execute a 6-year contract between the City of New Haven and ProPhoenix Corporation to develop a platform that covers the consulting fees, hardware, software, installation, training, and maintenance for Computer-Aided Dispatch/Record Management System/Jail Management system (CAD/RMS/JMS).
22. From the Information Tech Director submitting an order of the New Haven Board of Alders authorizing the Board of Education to enter into a five-year agreement with the State of Connecticut Education Network to provide internet services in the amount of \$1,552,500 before the Federal E-Rate discount of ninety percent (90%) is applied.
23. From the City Engineer submitting an Order authorizing the Mayor to enter into a multiyear agreement with Successful Request For Proposal (PPP) respondent to provide facility management services for the New Haven Police Services Complex Portfolio.
24. From the City Engineer submitting an Order authorizing the Mayor to accept funding from the Historic Wooster Square Association as a pass-through from the Connecticut Department of Community and Economic Development (CTDECD) and sign any agreements, and other documents that may be desirable or necessary, including any subsequent amendments to agreements, regarding improvements to historical Wooster Square Neighborhood.

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25. From the Supervisor of Literacy submitting an Order of the Board of Alders of the City of New Haven authorizing the execution of Lexia Learning Agreement with the Board of Education for the period of January 24, 2023, to June 30, 2025.
26. From the Director of Youth and Recreation and the Acting Controller / Budget Director submitting an Order of the New Haven Board of Alders authorizing the Mayor, Controller, or Budget Director to enter into a multi-year agreement with Leadership, Education, and Athletics In Partnership, Inc. (LEAP) for the management, programming, and space management for the multi-generational facility in the Dixwell/Newhallville Community in an amount not to exceed \$350,000: \$100,000.00 management fee and up to \$250,000 reimbursement for operating expenses as approved by the Q-House Board.

**LIVABLE CITY INITIATIVE**

27. From the Executive Director of Livable City Initiative submitting an Order of the New Haven Board of Alders approving (1) the disposition of 262 Dixwell Avenue to Beulah Land Development Corp for \$245,000.00; (2) the disposition of 263 Dixwell Avenue to Beulah Land Development Corp for \$250,000.00; (3) the disposition of 177 Winthrop Avenue to Urban Equity Development Corporation for \$2,000.

**FIRST READINGS**

**28. Community Development. Favorable.**

Resolution of the New Haven Board of Alders authorizing the City to apply for and accept a grant from the Connecticut Department of Economic and Community Development not to exceed \$32,100,000 to support the improvement and economic development of the Long Wharf District (\$25,000,000) and the Downtown District (\$7,100,000).

**29. Finance. Favorable.**

- a. Order of the New Haven Board of Alders, authorizing the execution of the Successor Collective Bargaining Agreement between the City of New Haven and UPSEU Local 424, Unit 128, formerly known as CILU Local 71 (blue collar), dated July 1, 2020 – June 30, 2025.
- b. Order of the Board of Alders of the City of New Haven authorizing the execution of Curriculum Associates, LLC agreement with the Board of Education for the period of December 15, 2022, to June 30, 2023.
- c. Order of the New Haven Board of Alders authorizing the Board of Education to enter into a five-year agreement with the State of Connecticut Education Network to provide internet services in the amount of \$400,380 before the federal state discount of ninety percent (90%) is applied.
- d. Order approving an amendment to a legal service agreement with the law firm of Neubert, Pepe & Monteith, P.C. in connection with the Canal Dock Boathouse project increasing the maximum

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compensation from \$60,000 to \$210,000 from FY 2022–2023-line item 3c191957-58101.

- e. Ordinance Amendment to Appropriating Ordinance # 1 authorizing budget transfer #133-23-1 transferring funds from the Corporation Counsel and Labor Relations salary account to the Office of Corporation Counsel Legal Services account in the amount of one hundred forty-four thousand four hundred dollars and zero cents (\$144,400) and amending the agreement of Berchem, Moses, and Devlin in excess one hundred thousand dollars.

**SECOND READINGS**

**30. Aldermanic Affairs. Favorable.**

- a. Order of the New Haven Board of Alders approving the appointment of Benjamin Bond to the Commission on Disabilities.
- b. Order of the New Haven Board of Alders approving the appointment of Carmen R. Correa-Rios to the Commission on Disabilities.
- c. Order of the New Haven Board of Alders approving the appointment of Cordalie Benoit to the Historic District Commission.
- d. Order of the New Haven Board of Alders approving the appointment of dr. Donald Mcaulay, Jr. to the Commission on Youth.
- e. Order of the New Haven Board of Alders approving the appointment of Sarah Ficca to the Democracy Fund Board.
- f. Order of the New Haven Board of Alders approving the appointment of Lesley Heffel-Mcguirk to the Democracy Fund Board.
- g. Order of the New Haven Board of Alders approving the appointment of Olivia Sally to the Commission on Equal Opportunities.
- h. Order of the New Haven Board of Alders approving the reappointment of Susan Whetstone to the Retirement Board for City Employees.
- i. Order of the New Haven Board of Alders approving the reappointment of Kenneth Boroson to the New Haven Redevelopment Agency.
- j. Order of the New Haven Board of Alders approving the reappointment of Aaron Goode to the Democracy Fund Board.
- k. Order of the New Haven Board of Alders approving the reappointment of James O’Connell to the Democracy Fund Board.

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1. Order of the New Haven Board of Alders approving the reappointment of Sergio Rodriguez to the Democracy Fund Board.
  
- 31. City Services and Environment Policy. Favorable.**
  - a. Order of the New Haven Board of Alders authorizing the Mayor of the City of New Haven to apply for and accept the consumer recycling education and outreach grant award from the US Environmental Protection Agency to provide improve the effectiveness of residential and community recycling programs.
  
  - b. Order of the New Haven Board of Alders authorizing the Mayor of the City of New Haven to apply for and accept the solid waste infrastructure for a recycling grant award from the US Environmental Protection Agency to provide food waste collection for composting.
  
  - c. Order by the Board of Alders of the City of New Haven to accept for perpetual maintenance the streets, sidewalks, drainage, street lighting, and traffic signs on Augustine Street, Bosley Street, Jennings Way, and Miller's Mews constructed under the Ribicoff Development project per section 27-154(b) of the New Haven Code of Ordinances.

FROM TAX COLLECTOR, ORDER DE TAX REFUNDS (March 20, 2023)

ORDERED by the New Haven Board of Aldermen that the tax refund applications specified hereinafter by taxpayer's name, account number, and refund amount be and hereby are approved pursuant to the Connecticut General Statutes and the certification of the Tax Collector. The Tax Collector shall draw orders upon the City Treasurer for each payee specified and, pursuant to Section 2-37 of the City Ordinances, the Controller or his designee shall surrender each payment to the payee named thereon after obtaining satisfaction of any and all debts owed to the City of New Haven by the Payee.

NAME	ACCOUNT	AMOUNT
ATAUJE LESLIE	52607	\$63.23
CAMACHO JOSE	57419	\$256.87
CAROLINE ARYEH	58016	\$106.26
CAROLINE ARYEH	58017	\$1,043.48
CORELOGIC	2750	\$2,469.57
CORELOGIC	2750	\$2,778.33
DEWAN ANDREW/KRAMER SCOTT	77757	\$207.91
EDGEWOOD VILLAGE INC	22486	\$8,487.74
EDGEWOOD VILLAGE INC	23327	\$5,849.89
ELLIOTT JEREMIE	65430	\$348.87
GARAY JACALYN	68790	\$76.79
GODOY LENNIN	69770	\$110.85
LAWRENCE LEASING OF CT INC	78444	\$159.54
LAWRENCE LEASING OF CT INC	78446	\$403.09
LAWRENCE LEASING OF CT INC	78451	\$303.08
LAWRENCE LEASING OF CT INC	78452	\$238.03
MENDEZ MARIA	83086	\$368.75
MENDEZ MARIA	89814	\$156.13
MENDEZ MARIA	91921	\$265.20
MENDEZ MARIA	91923	\$153.38
MORGAN BRITTNY	88339	\$140.00
NISSAN INFINITI LT LLC	86092	\$187.10
NISSAN INFINITI LT LLC	86267	\$494.38
NISSAN INFINITI LT LLC	86310	\$421.39
ORTIZ CALLEJAS MAURA	57366	\$109.67
PERO CARLA	89250	\$78.39
SALAS LARA ILEANA	78223	\$62.00
TOYOTA LEASE TRUST	101447	\$134.87
TOYOTA LEASE TRUST	101538	\$680.59
TOYOTA LEASE TRUST	101674	\$566.81
TOYOTA LEASE TRUST	101878	\$641.16
WEST RIVER RENTALS LLC	22660	\$666.34
WEST RIVER RENTALS LLC	22661	\$669.20
WEST RIVER RENTALS LLC	22662	\$669.92
WEST RIVER RENTALS LLC	22663	\$664.19
WEST RIVER RENTALS LLC	22664	\$669.20
WEST RIVER RENTALS LLC	22665	\$668.49
WEST RIVER RENTALS LLC	22666	\$669.92

WEST RIVER RENTALS LLC	22667	\$667.06
WEST RIVER RENTALS LLC	22668	\$668.49
WEST RIVER RENTALS LLC	22669	\$667.06
WEST RIVER RENTALS LLC	22670	\$670.63
WEST RIVER RENTALS LLC	22671	\$668.49
WEST RIVER RENTALS LLC	22672	\$669.92
WEST RIVER RENTALS LLC	22673	\$668.49
WEST RIVER RENTALS LLC	22674	\$671.36
WEST RIVER RENTALS LLC	22677	\$666.34
WEST RIVER RENTALS LLC	22678	\$1,420.90
WEST RIVER RENTALS LLC	22680	\$669.92
WEST RIVER RENTALS LLC	22682	\$669.92
WEST RIVER RENTALS LLC	22684	\$669.92
WEST RIVER RENTALS LLC	22685	\$669.20
WEST RIVER RENTALS LLC	22686	\$669.92
WEST RIVER RENTALS LLC	22687	\$669.92
WEST RIVER RENTALS LLC	22688	\$669.92
WEST RIVER RENTALS LLC	22689	\$665.62
WEST RIVER RENTALS LLC	22692	\$670.63
WEST RIVER RENTALS LLC	22693	\$667.06
WEST RIVER RENTALS LLC	22694	\$669.92

\$46,841.30



ACCT#	NAME	ADDRESS	TAX	APPROVED	REFUND AMOUNT
52607	ATAJUE LESLIE	146 HIEMINGWAY AVE EAST HAVEN CT 06512	\$63.23		\$63.23
57419	CAMACHO JOSE	624 QUINNPIAC AVE NEW HAVEN CT 06513	\$256.87		\$256.87
58016	CAROLINE ARYEH	467 ELLSWORTH AVE NEW HAVEN CT 06511	\$106.26		\$106.26
58017	CAROLINE ARYEH	467 ELLSWORTH AVE NEW HAVEN CT 06511	\$1,043.48		\$1,043.48
2750	CORELOGIC	PO BOX 9205 COPPELL TX 75019	\$2,469.57		\$2,469.57
2750	CORELOGIC	PO BOX 9205 COPPELL TX 75019	\$2,778.33		\$2,778.33
77757	DEWAN ANDREW/KRAMER SCOTT	629 CHAPEL ST #5C NEW HAVEN CT 06511	\$207.91		\$207.91
22486	EDGEWOOD VILLAGE INC	PO BOX 3389 NEW HAVEN CT 06515	\$8,487.74		\$8,487.74
23327	EDGEWOOD VILLAGE INC	PO BOX 3389 NEW HAVEN CT 06515	\$5,849.89		\$5,849.89
65430	ELLIOTT JEREMIE	698 HOPEWELL RD SOUTH GLASTONBURY CT 06073	\$348.87		\$348.87
68790	GARAY JACALYN	360 FOUNTAIN ST #36 NEW HAVEN CT 06515	\$76.79		\$76.79
69770	GODOY LENNIN	345 BUCKLAND HILLS DR MANCHESTER CT	\$110.85		\$110.85
78444	LAWRENCE LEASING OF CT INC	PO BOX 9632 NEW HAVEN CT 06535	\$159.54		\$159.54
78446	LAWRENCE LEASING OF CT INC	P O BOX 9632 NEW HAVEN CT 06535	\$403.09		\$403.09
78451	LAWRENCE LEASING OF CT INC	P O BOX 9632 NEW HAVEN CT 06535	\$303.08		\$303.08
78452	LAWRENCE LEASING OF CT INC	P O BOX 9632 NEW HAVEN CT 06535	\$238.03		\$238.03
83086	MENDEZ MARIA	35 GIRARD AVE NEW HAVEN CT 06512	\$368.75		\$368.75
89814	MENDEZ MARIA	35 GIRARD AVE NEW HAVEN CT 06512	\$156.13		\$156.13
91921	MENDEZ MARIA	35 GIRARD AVE NEW HAVEN CT 06512	\$265.20		\$265.20
91923	MENDEZ MARIA	35 GIRARD AVE NEW HAVEN CT 06512	\$153.38		\$153.38
88339	MORGAN BRITNAY	198 PUTNAM ST NEW HAVEN CT 06519	\$140.00		\$140.00
86092	NISSAN INFINITI LT LLC	P O BOX 650214 DALLAS TX 75265-9523	\$187.10		\$187.10
86310	NISSAN INFINITI LT LLC	P O BOX 650214 DALLAS TX 75265-9523	\$494.38		\$494.38
86310	NISSAN INFINITI LT LLC	P O BOX 650214 DALLAS TX 75265-9523	\$421.39		\$421.39
57366	ORTIZ CALLEJAS MAURA	226 BLATCHEY AVE 2FL NEW HAVEN CT 06513	\$109.67		\$109.67
89250	PERO CARLA	99 GIRARD AV NEW HAVEN CT 06512	\$78.39		\$78.39
78223	SALAS LARA ILEANA	383 WINTHROP AVE NEW HAVEN CT 06511	\$62.00		\$62.00
101447	TOYOTA LEASE TRUST	20 COMMERCE WAY SUITE 800 WOBURN MA 01801-1057	\$134.87		\$134.87
101538	TOYOTA LEASE TRUST	20 COMMERCE WAY SUITE 800 WOBURN MA 01801-1057	\$680.59		\$680.59
101674	TOYOTA LEASE TRUST	20 COMMERCE WAY SUITE 800 WOBURN MA 01801-1057	\$566.81		\$566.81
101878	TOYOTA LEASE TRUST	20 COMMERCE WAY SUITE 800 WOBURN MA 01801-1057	\$641.16		\$641.16
22660	WEST RIVER RENTALS LLC	12C FRONT ST NEW HAVEN CT 06513	\$666.34		\$666.34
22661	WEST RIVER RENTALS LLC	12C FRONT ST NEW HAVEN CT 06513	\$669.20		\$669.20
22662	WEST RIVER RENTALS LLC	12C FRONT ST NEW HAVEN CT 06513	\$669.92		\$669.92
22663	WEST RIVER RENTALS LLC	12C FRONT ST NEW HAVEN CT 06513	\$664.19		\$664.19
22664	WEST RIVER RENTALS LLC	12C FRONT ST NEW HAVEN CT 06513	\$669.20		\$669.20
22665	WEST RIVER RENTALS LLC	12C FRONT ST NEW HAVEN CT 06513	\$668.49		\$668.49
22666	WEST RIVER RENTALS LLC	12C FRONT ST NEW HAVEN CT 06513	\$669.92		\$669.92
22667	WEST RIVER RENTALS LLC	12C FRONT ST NEW HAVEN CT 06513	\$667.06		\$667.06
22668	WEST RIVER RENTALS LLC	12C FRONT ST NEW HAVEN CT 06513	\$668.49		\$668.49
22669	WEST RIVER RENTALS LLC	12C FRONT ST NEW HAVEN CT 06513	\$667.06		\$667.06
22670	WEST RIVER RENTALS LLC	12C FRONT ST NEW HAVEN CT 06513	\$670.63		\$670.63



..Title

ORDER CONCERNING REAL PROPERTY TAXES OF CHARLESE CARR ON MOTOR VEHICLE TAX ACCOUNT 791307

..Body

WHEREAS: Charlese Carr has old motor vehicle tax accounts; and

WHEREAS: Charlese Carr wants to pay these tax bills; and

WHEREAS: Charlese Carr 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 791307 be forgiven

BE IT FURTHER ORDERED that Charlese C. Carr 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 791307

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF NAISHA CASANOVA  
ON MOTOR VEHICLE TAX ACCOUNT 58298

..Body

WHEREAS: Naisha Casanova has old motor vehicle tax accounts; and

WHEREAS: Naisha Casanova wants to pay these tax bills; and

WHEREAS: Naisha Casanova 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 58298 be forgiven

BE IT FURTHER ORDERED that Naisha Casanova 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 58298

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF **JENNA DEFELICE**  
ON MOTOR VEHICLE TAX ACCOUNT **792623**

..Body

WHEREAS: **Jenna DeFelice** has old motor vehicle tax accounts; and

WHEREAS: **Jenna DeFelice** wants to pay these tax bills; and

WHEREAS: **Jenna DeFelice** 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 **792623** be forgiven

BE IT FURTHER ORDERED that **Jenna DeFelice** 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 **792623**

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF AYISHA

GLENN ON MOTOR VEHICLE TAX ACCOUNTS 930671, 913310, 913309, 877266, 085878,  
AND 070779

..Body

WHEREAS: Ayisha Glenn has old motor vehicle tax accounts; and

WHEREAS: Ayisha Glenn wants to pay these tax bills; and

WHEREAS: Ayisha Glenn 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 930671, 913310, 913309, 877266, 085878, AND 070779 be forgiven

BE IT FURTHER ORDERED that Adrienne M. Weeks 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 930671, 913310, 913309, 877266, 085878, AND 070779

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF SOPHIE I. GREENSPAN ON MOTOR VEHICLE TAX ACCOUNT 71854.

..Body

WHEREAS: Sophie I. Greenspan has an old motor vehicle tax account; and

WHEREAS: Sophie I. Greenspan wants to pay these tax bills; and

WHEREAS: Sophie I. Greenspan 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 71854 be forgiven

BE IT FURTHER ORDERED that Sophie I. Greenspan 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 71854.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF LAUREN JOHNSON  
ON MOTOR VEHICLE TAX ACCOUNTS 861860, 932899, AND 76023

..Body

WHEREAS: Lauren Johnson has old motor vehicle tax accounts; and

WHEREAS: Lauren Johnson wants to pay these tax bills; and

WHEREAS: Lauren Johnson 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 861860, 932899, and 76023 be forgiven

BE IT FURTHER ORDERED that Lauren Johnson 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 861860, 932899, and 76023



..Title

ORDER CONCERNING REAL PROPERTY TAXES OF GEORGE LONG ON  
MOTOR VEHICLE TAX ACCOUNTS 80855, 79655, AND 81268

..Body

WHEREAS: George Long has old motor vehicle tax accounts; and

WHEREAS: George Long wants to pay these tax bills; and

WHEREAS: George Long 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 80855, 79655, and 81268 be forgiven

BE IT FURTHER ORDERED that George Long 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 80855, 79655, and 81268

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF OMAR POLANCO-MENDEZ ON MOTOR VEHICLE TAX ACCOUNTS 90513, 90514, 92808891239, 91240, AND 91804.

..Body

WHEREAS: Omar Polanco-Mendez has old motor vehicle tax accounts; and

WHEREAS: Omar Polanco-Mendez wants to pay these tax bills; and

WHEREAS: Omar Polanco-Mendez 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 90513, 90514, 92088, 91239, 91240, and 91804 be forgiven

BE IT FURTHER ORDERED that Omar Polanco-Mendez 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 90513, 90514, 92088, 91239, 91240, and 91804.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF BRENDA MOORE ON  
MOTOR VEHICLE TAX ACCOUNT 84599

..Body

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

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

WHEREAS: Brenda 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 number 84599 be forgiven

BE IT FURTHER ORDERED that Brenda 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 account 84599

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF YANIRA ROMERO ON MOTOR  
VEHICLE TAX ACCOUNTS 703589

..Body

WHEREAS: Yanira Romero has old motor vehicle tax accounts; and

WHEREAS: Yanira Romero wants to pay these tax bills; and

WHEREAS: Yanira Romero 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 703589 to be forgiven

BE IT FURTHER ORDERED that Yanira Romero 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 703589

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF ALAJMI SAUD ON  
MOTOR VEHICLE TAX ACCOUNTS 948968 AND 51016

..Body

WHEREAS: Alajmi Saud has old motor vehicle tax accounts; and

WHEREAS: Alajmi Saud wants to pay these tax bills; and

WHEREAS: Alajmi Saud 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 948969 and 51016 be forgiven

BE IT FURTHER ORDERED that Alajmi Saud 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 948969 and 51016

## CHECK LIST FOR ALDERMANIC SUBMISSIONS

X	Cover Letter
X	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the State you must write a Resolution)
X	Prior Notification Form
X	Fiscal Impact Statement - Should include comprehensive budget
X	Supporting Documentation
X	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: Tuesday, March 07, 2023

Meeting Submitted For: Monday, March 20, 2023

Regular or Suspension Agenda: Regular (**Unanimous Consent**)

Submitted By: Michael Gormany

Title of Legislation: Renewal of Microsoft Licensing through Dell Technologies  
ORDER OF THE NEW HAVEN BOARD OF ALDERS, AUTHORIZING THE MAYOR, BUDGET DIRECTOR, OR CONTROLLER TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT FOR THE CONTINUED (RENEWAL) USE OF MICROSOFT LICENSING PRODUCTS THROUGH DELL TECHNOLOGIES (OR RELATED THIRD-PARTY SUPPLIER).

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Comments: We are seeking Unanimous Consent for this item.

**Legistar File ID: LM-2023-0160**

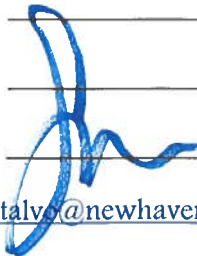
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Coordinator's Signature: \_\_\_\_\_

Controller's Signature (if grant): \_\_\_\_\_

Mayor's Office Signature: \_\_\_\_\_



Call (203) 946-7670 or email [bmontalvo@newhavenct.gov](mailto:bmontalvo@newhavenct.gov) with any questions.



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

Tuesday, March 07, 2023

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 thirty-six (36) month agreement for the continued (renewal) use of Microsoft licensing suite and products with Dell Technologies (or related third-party supplier).

Dear Honorable President Walker-Myers:

I am requesting Board of Alder approval (**unanimous consent**) for the City to enter into an thirty-six (36) month agreement for Microsoft Licensing. This is a continuation of the licensing the City has with Microsoft related to the 365 suites through Dell Technologies. The City current receives Microsoft licensing through Dell Technologies as Microsoft cannot sell to the City directly.

Microsoft Enterprise Agreement is a volume licensing package offered by Microsoft. It targets public sector customers that have 250 or more personal computers. The Enterprise Agreement, whose price is tiered to the number of computers or users being licensed, is a three-year contract which covers all software licensing and updates for one client system. Software products licensed under the contract include Windows Operating System, Microsoft Active Directory, Microsoft Office Suite (Outlook Word, Excel, PowerPoint, Publisher, Access) and the core Client Access Licenses for Windows Server, Exchange, SQL Server, System Center, and SharePoint, which allow the computer to legally access Microsoft servers over a network. The City has also added in licenses for Microsoft Teams (city phone system), Microsoft Power BI, and Microsoft Project.

The City of New Haven has migrated to this industry standard platform of using Microsoft products around 6 years ago. This enterprise agreement allows us to legally use these products from Microsoft while ensuring we follow their license agreements. This agreement entitles us to software assurance for all these products which is Microsoft support for these products in addition to receiving ongoing updates and patches which the City applies as they become available. Many of our third-party applications are now tied into this Microsoft security platform and allow for secured sign in log in via their Active Directory.

This software is installed on all city issued computers in every department of the City including public safety mobile computer devices and is essential to the everyday operation of all city departments. All city servers also run Microsoft Server software. Microsoft has a requirement that their Enterprise Agreement has a term of 36 months. This term of 36 months locks in the license fee for each product for a duration of 36 months which is beneficial to the City so we can budget



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

ongoing maintenance costs accurately on an annual basis and avoid annual software license increases. To ensure that we remain compliant with licensing agreements and to avoid disruptions in systems and software we must renew our Microsoft Enterprise Agreement before the current agreement expires in July. This agreement renewal will cover the next 36 months and will require an annual Microsoft license audit and true up that the City has completed annually with Microsoft since our migration to their products. At that time, the City can adjust any license counts to decrease or add as needed.

Pleaser note, the cost of the MS suite cost is determined each year through a true-up of the number of licenses used. This is standard with these types of agreements. The cost is budgeted as part of the Finance Department budget. The current renewal does not list a cost due to the licenses being in the true-up period. To give the Board of a sense of the cost, below is what the City has paid in the past three years:

<b><u>Fiscal Year</u></b>	<b><u>Amount Paid</u></b>
2019	561,895.57
2020	555,827.48
2021	707,421.09
2022	662,786.08
2023	666,054.33

As noted earlier in this letter, the City is coming up on your Microsoft EA renewal. Dell was asked by Microsoft to begin the process of renewing the licensing. As mentioned, I am requesting Board of Alder approval (**unanimous consent**) for the City to enter into an thirty-six (36) month agreement for the continued (renewal) use of Microsoft licensing.

Michael Gormany  
City Budget Director  
City Acting Controller

Chet Sawicki  
City IT Director



..TITLE

ORDER OF THE NEW HAVEN BOARD OF ALDERS, AUTHORIZING THE MAYOR, BUDGET DIRECTOR, OR CONTROLLER TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT FOR THE CONTINUED (RENEWAL) USE OF MICROSOFT LICENSING PRODUCTS THROUGH DELL TECHNOLOGIES (OR RELATED THIRD-PARTY SUPPLIER).

**..BODY**

**WHEREAS**, Section 2-376 (A) of the Code of General Ordinances, Unless expressly authorized by law or by vote of the Board of Alders, the city shall not be bound by any contract executed after one (1) year from the date thereof. The Board of Alders prior approval is necessary 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 is seeking approval to enter into a thirty-six (36) month agreement with Dell Technologies (or third-party supplier) for the continued (renewal) use of Microsoft Office platform and other products and services; and,

**WHEREAS**, The City of New Haven cost is determined by a true up of licensing each year based on the terms and conditions of the agreement.

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

The Mayor, Budget Director, or Controller is authorized to enter a thirty-six (36) month agreement with Dell Technologies (or related third-party supplier) for the renewed use of Microsoft licensing products and services.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO  
THE BOARD OF ALDERS

TO (list applicable Alder(s): Entire Board

DATE: **Tuesday, March 07, 2023**

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 THIRTY-SIX (36) MONTH AGREEMENT FOR THE CONTINUED (RENEWAL) USE OF MICROSOFT LICENSING PRODUCTS THROUGH DELL TECHNOLOGIES (OR RELATED THIRD-PARTY SUPPLIER).

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: Alder(s); sponsoring department; attached to submission to Board of Alders.

**FISCAL IMPACT STATEMENT**

DATE: Tuesday, March 07, 2023  
 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 THIRTY-SIX (36) MONTH AGREEMENT FOR THE CONTINUED (RENEWAL) USE OF MICROSOFT LICENSING PRODUCTS THROUGH DELL TECHNOLOGIES (OR RELATED THIRD-PARTY SUPPLIER).

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

	<b>GENERAL</b>	<b>SPECIAL</b>	<b>BOND</b>	<b>CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE</b>
<b>A. Personnel</b>				
1. Initial start up				
2. One-time				
3. Annual				
<b>B. Non-personnel</b>				
1. Initial start up				
2. One-time				
3. Annual				TBD yearly through true up cost

**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

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
*(Microsoft to complete)*

Framework ID  
*(if applicable)*

Previous Enrollment number  
*(Reseller to complete)*

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## ***Terms and Conditions***

### ***1. Definitions.***

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
  - g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
    - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
    - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
    - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
    - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
      - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
      - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
      - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
  - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### **5. End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.



Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

**c. If Enrolled Affiliate elects not to renew.**

**(i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

**(ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

**1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

**2) Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

**(iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

**e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

**a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

**b.** All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\***

**Contact name\* First                      Last**

**Contact email address\***

**Street address\***

**City\***

**State\***  
**Postal code\*** -  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***  
**Tax ID**

*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\* First Last**  
**Contact email address\***  
**Street address\***  
**City\***  
**State\***  
**Postal code\*** -  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*: First Last**  
**Contact email address\***  
**Phone\***

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** Dell Inc.  
**Street address (PO boxes will not be accepted)\*** One Dell Way  
**City\*** Round Rock  
**State\*** TX  
**Postal code\*** 78682  
**Country\*** United States  
**Contact name\*** Government Contract Admin  
**Phone\*** 847-465-3700  
**Contact email address\*** US\_MS\_VL\_Admin@Dell.com  
*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<b>Signature*</b> _____ <b>Printed name*</b> <b>Printed title*</b> <b>Date*</b>
--

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

## Program Signature Form

MBA/MBSA number		
Agreement number		

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Enterprise Enrollment	
Enrollment Form	
Amendment	
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
<b>Name of Entity (must be legal entity name)*</b>	
<b>Signature*</b>	_____
<b>Printed First and Last Name*</b>	
<b>Printed Title</b>	
<b>Signature Date*</b>	
<b>Tax ID</b>	

\* indicates required field

Microsoft Affiliate
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

Outsourcer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

## 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 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: March 9, 2023

Meeting Submitted For: March 20, 2023

Regular or Suspension Agenda: Regular

Submitted By: Yale University by CAO's Office

Title of Legislation:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE CLOSURES OF COLLEGE STREET BETWEEN GROVE AND ELM STREET, COLLEGE STREET BETWEEN ELM AND CHAPEL STREET AND HIGH STREET BETWEEN ELM AND CHAPEL FOR YALE'S GRADUATION CEREMONY FROM 8AM TO 12PM ON MONDAY MAY 22<sup>ND</sup>, 2023


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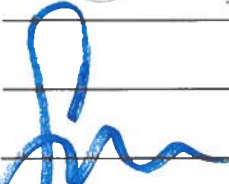
Comments: Legistar File ID: LM-2023-0162

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Coordinator's Signature: 

Controller's Signature (if grant): 

Mayor's Office Signature:

Call (203) 946-7670 or email [bmontalvo@newhavenct.gov](mailto:bmontalvo@newhavenct.gov) with any questions.



# Yale OFFICE OF THE SECRETARY

March 9, 2023

Tyisha Walker-Myers  
President  
Board of Alders, City of New Haven

Dear President Walker-Myers:

I write to request permission to close College Street between Elm Street and Chapel Street and High Street between Elm and Chapel Street from 8:00 a.m. to 12:00 p.m. on Monday, May 22, 2023 for Yale University's 322<sup>nd</sup> Commencement ceremony.

In consultation with the City of New Haven, the Yale Public Safety team has recommended we request to close College Street between Elm Street and Chapel Street before graduates and guests begin to arrive and re-open the street once graduates and guests have disbursed from the area. The recommendation is based on their assessment of the area and the volume of individuals in the area and our dedication to keeping graduates, guests, and community members safe.

We very much appreciate the Board's continued support for this valued Commencement tradition, a tradition that reinforces the important ties between the University and the City of New Haven.

I would be happy to provide any further information you may have and look forward to hearing from you.

Sincerely,

Ryan N. Croteau  
Assistant Director of Communications and University Events  
Office of the Secretary and Vice President for University Life  
Yale University  
[Ryan.croteau@yale.edu](mailto:Ryan.croteau@yale.edu)  
203.436.4817

..TITLE

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE CLOSURES OF COLLEGE STREET BETWEEN GROVE AND ELM STREET, COLLEGE STREET BETWEEN ELM AND CHAPEL STREET AND HIGH STREET BETWEEN ELM AND CHAPEL FOR YALE'S GRADUATION CEREMONY FROM 8AM TO 12PM ON MONDAY MAY 22<sup>ND</sup>, 2023

..BODY

WHEREAS, the college graduation important milestone for students;

WHEREAS, Yale University plans to host its graduation ceremony on Monday, May 22<sup>nd</sup>;

WHEREAS, since COVID, commencement activities have moved outdoors to Cross Campus;

WHEREAS, this pivot has altered the logistics for the event;

WHEREAS, the City through its department/divisions of Emergency Management; Police; Transportation, Traffic and Parking and Chief Administrator's Office have reviewed this change;

WHEREAS, the traditional rolling closures associated with graduation will continue to allow for safe crossings of the roadways that remain open which shall include Elm and Chapel Street;

WHEREAS, working with the University it has been agreed to promote public safety and to minimize disruptions to downtown traffic the closures of College Street and High Street shall be recommended;

WHEREAS, through the normal permitting process, Yale University will request and fund the posting of No Parking for these roadways;

NOW, THEREFORE, BE IT ORDERED THAT OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVE THE CLOSURES OF COLLEGE STREET BETWEEN GROVE AND ELM STREET, COLLEGE STREET BETWEEN ELM AND CHAPEL STREET AND HIGH STREET BETWEEN ELM AND CHAPEL FOR YALE'S GRADUATION CEREMONY FROM 8AM TO 12PM ON MONDAY MAY 22<sup>ND</sup>, 2023

# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of): ALL

Ward #: ALL

DATE: March 8, 2022

FROM: Department/Office CAO, on Behalf of Yale University  
Person Rebecca Bombero Telephone 203-946-7903  
Deputy CAO

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 CLOSURES OF COLLEGE STREET BETWEEN GROVE AND  
ELM STREET, COLLEGE STREET BETWEEN ELM AND CHAPEL STREET AND  
HIGH STREET BETWEEN ELM AND CHAPEL FOR YALE'S GRADUATION  
CEREMONY FROM 8AM TO 12PM ON MONDAY MAY 22<sup>ND</sup>, 2023

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: alder(s); sponsoring department; attached to submission to Board of Alders.



**CITY OF NEW HAVEN  
BOARD OF ALDERS**

***Darryl J. Brackeen, Jr.***  
Alder, Ward 26

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Chair  
Health & Human Services Committee

Member  
Education Committee

Member  
Youth & Youth Services Committee

P.O. Box 3193  
New Haven, CT 06515-2334

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Telephone: (203) 668-4613  
E-mail: Ward26@newhavenct.gov

March 20, 2023

Hon. Tyisha Walker-Myers  
President, Board of Alders  
165 Church Street  
New Haven, CT 06510-2010

Dear President Walker-Myers:

I would like to respectfully submit to the Board of Alders the attached Order as a communication requesting the City of New Haven Transportation, Traffic, and Parking Department to take the appropriate action to complete a traffic study and install a traffic light at the intersection of West Prospect Street and 360 Fountain Street.

Thank you for your consideration of this request.

Respectfully submitted,

*Hon. Darryl J. Brackeen, Jr.*  
Hon. Darryl J. Brackeen, Jr.  
Alder, Ward 26



**ORDER CALLING FOR THE CITY OF NEW HAVEN TRANSPORTATION, TRAFFIC, AND PARKING DEPARTMENT TO TAKE THE APPROPRIATE ACTION TO COMPLETE A TRAFFIC STUDY AND INSTALL A TRAFFIC LIGHT AT THE INTERSECTION OF WEST PROSPECT AND 360 FOUNTAIN STREET.**

**WHEREAS:** The traffic flow at the intersection of West Prospect and 360 Fountain Streets has increased significantly, making driving and walking more difficult and dangerous; and

**WHEREAS:** residents have expressed concerns regarding pedestrian and traffic safety, having witnessed numerous pedestrian and vehicle near misses, and even fear of crossing the road; and

**WHEREAS:** a letter of request to initiate a traffic study and plans to install a traffic light at the intersection has been forwarded to the Department of Transportation Traffic and Parking; and

**WHEREAS:** residents want to be proactive and not wait until an injury or death occurs before addressing this traffic and serious public safety issue.

**NOW, THEREFORE, BE IT ORDERED** that the City of New Haven, through its Transportation, Traffic, and Parking Department, take appropriate action to complete a traffic study and install a traffic light at the intersection of West Prospect and 360 Fountain Street.

**CHECK LIST FOR ALDERMANIC SUBMISSIONS**

X	Cover Letter
X	Order to Appoint/Reappoint
X	Prior Notification Form/Notice of Matter to be Submitted
X	Prior Notification Letter to Appointee/Re-appointee
X	Application for City Boards/Commissions
X	Resumé/CV <b>or</b> personal statement of interest/bio

**Other:**

<input type="checkbox"/>	Attendance for past 12 months (*reappointments only)
<input type="checkbox"/>	Recommendations/support letters (optional)
<input type="checkbox"/>	Annual Disclosure Form

**Date Submitted:** March 10<sup>TH</sup>, 2023

**Meeting Submitted For:** March 20<sup>TH</sup>, 2023

**Regular or Suspension Agenda:** Regular

**Submitted By:** Barbara Montalvo

**Title of Legislation:**

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT OF SHARYN GRANT TO THE COMMISSION ON AGING.

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**Comments:** LEGISTAR FILE ID: LM-2023-0182

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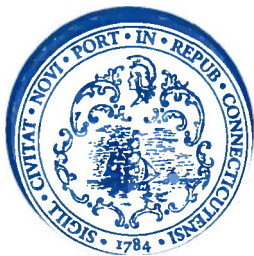
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**Coordinator's Signature:** \_\_\_\_\_

**Controller's Signature (if grant):** \_\_\_\_\_

**Mayor's Office Signature:** \_\_\_\_\_

Call (203) 946-7670 or [bmontalvo@newhavenct.gov](mailto:bmontalvo@newhavenct.gov) with any questions.



## CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street  
New Haven, Connecticut 06510  
T: 203.946.8200 F: 203.946.7683  
[www.CityofNewHaven.com](http://www.CityofNewHaven.com)



March 10, 2023

Honorable Board of Alders  
City of New Haven  
165 Church Street  
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Sharyn Grant of 1221 Forest Rd, New Haven, Connecticut, 06515 for appointment to the Commission on Aging.

This appointment would become effective upon your Honorable Board's approval and expire on September 1, 2026.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker  
Mayor

CC: Sean Matteson, Chief of Staff  
Office File

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT  
OF SHARYN GRANT TO THE COMMISSION ON AGING.

..body

**BE IT ORDERED** by the New Haven Board of Alders that the Mayor's appointment of Sharyn Grant to the of Commission on Aging for a term ending September 1, 2026 be and hereby is approved.



**CHECK LIST FOR ALDERMANIC SUBMISSIONS**

X	Cover Letter
X	Order to Appoint/Reappoint
X	Prior Notification Form/Notice of Matter to be Submitted
X	Prior Notification Letter to Appointee/Re-appointee
X	Application for City Boards/Commissions
X	Resumé/CV <b>or</b> personal statement of interest/bio

**Other:**

<input type="checkbox"/>	Attendance for past 12 months (*reappointments only)
<input type="checkbox"/>	Recommendations/support letters (optional)
<input type="checkbox"/>	Annual Disclosure Form

**Date Submitted:** March 10<sup>TH</sup>, 2023

**Meeting Submitted For:** March 20<sup>TH</sup>, 2023

**Regular or Suspension Agenda:** Regular

**Submitted By:** Barbara Montalvo

**Title of Legislation:**

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT OF SAMUEL KEARSE TO THE COMMISSION ON AGING.

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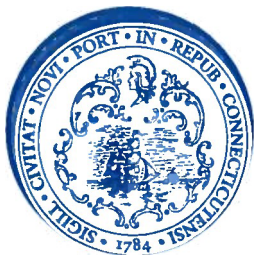
**Comments:** LEGISTAR FILE ID: LM-2023-0183

**Coordinator's Signature:** \_\_\_\_\_

**Controller's Signature (if grant):** \_\_\_\_\_

**Mayor's Office Signature:** \_\_\_\_\_

Call (203) 946-7670 or [bmontalvo@newhavenct.gov](mailto:bmontalvo@newhavenct.gov) with any questions.



## CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street  
New Haven, Connecticut 06510  
T: 203.946.8200 F: 203.946.7683  
[www.CityofNewHaven.com](http://www.CityofNewHaven.com)



March 10, 2023

Honorable Board of Alders  
City of New Haven  
165 Church Street  
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Mr. Samuel Kears of 77 Brewster St, New Haven, Connecticut, 06511 for appointment to the Commission on Aging.

This appointment would become effective upon your Honorable Board's approval and expire on September 1, 2026.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker  
Mayor

CC: Sean Matteson, Chief of Staff  
Office File

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT  
OF SAMUEL KEARSE TO THE COMMISSION ON AGING.

..body

**BE IT ORDERED** by the New Haven Board of Alders that the Mayor's appointment of Samuel Kears to the of Commission on Aging for a term ending September 1, 2026 be and hereby is approved.

**CHECK LIST FOR ALDERMANIC SUBMISSIONS**

X	Cover Letter
X	Order to Appoint/Reappoint
X	Prior Notification Form/Notice of Matter to be Submitted
X	Prior Notification Letter to Appointee/Re-appointee
X	Application for City Boards/Commissions
X	Resumé/CV <b>or</b> personal statement of interest/bio

**Other:**

<input type="checkbox"/>	Attendance for past 12 months (*reappointments only)
<input type="checkbox"/>	Recommendations/support letters (optional)
<input type="checkbox"/>	Annual Disclosure Form

**Date Submitted:** March 10<sup>TH</sup>, 2023

**Meeting Submitted For:** March 20<sup>TH</sup>, 2023

**Regular or Suspension Agenda:** Regular

**Submitted By:** Barbara Montalvo

**Title of Legislation:**

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT OF ADDIE KIMBROUGH TO THE LIVABLE CITY INITIATIVE BOARD.

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**Comments:** LEGISTAR FILE ID: LM-2023-0180

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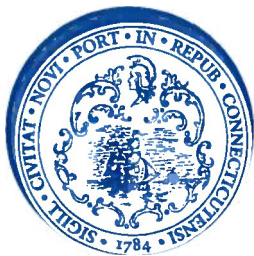
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**Coordinator's Signature:** \_\_\_\_\_

**Controller's Signature (if grant):** \_\_\_\_\_

**Mayor's Office Signature:** \_\_\_\_\_

Call (203) 946-7670 or [bmontalvo@newhavenct.gov](mailto:bmontalvo@newhavenct.gov) with any questions.



## CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street  
New Haven, Connecticut 06510  
T: 203.946.8200 F: 203.946.7683  
[www.CityofNewHaven.com](http://www.CityofNewHaven.com)



March 10, 2023

Honorable Board of Alders  
City of New Haven  
165 Church Street  
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Addie Kimbrough of 113 Shepard St, #25, New Haven, Connecticut, 06511 for appointment to the Livable City Initiative Board.

This appointment would become effective upon your Honorable Board's approval and expire on July 1, 2025. Ms. Kimbrough will be replacing Ms. Patricia Brett, whose term has expired.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker  
Mayor

CC: Sean Matteson, Chief of Staff  
Office File

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT  
OF ADDIE KIMBROUGH TO THE LIVABLE CITY INITIATIVE BOARD.

..body

**BE IT ORDERED** by the New Haven Board of Alders that the Mayor's appointment of Addie Kimbrough to the of Livable City Initiative Board for a term ending July 1, 2025 be and hereby is approved. Ms. Kimbrough is replacing Ms. Patricia Brett on the Board.

**CHECK LIST FOR ALDERMANIC SUBMISSIONS**

X	Cover Letter
X	Order to Appoint/Reappoint
X	Prior Notification Form/Notice of Matter to be Submitted
X	Prior Notification Letter to Appointee/Re-appointee
X	Application for City Boards/Commissions
X	Resumé/CV <b>or</b> personal statement of interest/bio

**Other:**

X	Attendance for past 12 months (*reappointments only)
	Recommendations/support letters (optional)
	Annual Disclosure Form

**Date Submitted:** March 10<sup>TH</sup>, 2023

**Meeting Submitted For:** March 20<sup>TH</sup>, 2023

**Regular or Suspension Agenda:** Regular

**Submitted By:** Barbara Montalvo

**Title of Legislation:**

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE REAPPOINTMENT OF NED PARKER TO THE BOARD OF ETHICS.

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**Comments:** LEGISTAR FILE ID: LM-2023-0165

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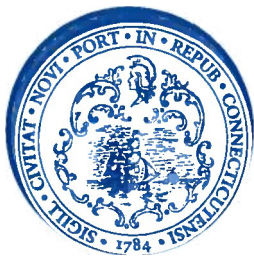
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**Coordinator's Signature:** \_\_\_\_\_

**Controller's Signature (if grant):** \_\_\_\_\_

**Mayor's Office Signature:** \_\_\_\_\_

Call (203) 946-7670 or [bmontalvo@newhavenct.gov](mailto:bmontalvo@newhavenct.gov) with any questions.



## CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street  
New Haven, Connecticut 06510  
T: 203.946.8200 F: 203.946.7683  
[www.CityofNewHaven.com](http://www.CityofNewHaven.com)



March 10, 2023

Honorable Board of Alders  
City of New Haven  
165 Church Street  
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Maria Tupper of 390 Stevenson Rd, New Haven, Connecticut, 06515 for reappointment to the Board of Ethics.

This reappointment would become effective upon your Honorable Board's approval and expire on January 1, 2025.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker  
Mayor

CC: Sean Matteson, Chief of Staff  
Patricia King, Corporation Counsel  
Office File



..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE  
REAPPOINTMENT OF NED PARKER TO THE BOARD OF ETHICS.

..body

**BE IT ORDERED** by the New Haven Board of Alders that the Mayor's reappointment of Ned Parker to the of Board of Ethics for a term ending January 1, 2025 be and hereby is approved.

**CHECK LIST FOR ALDERMANIC SUBMISSIONS**

X	Cover Letter
X	Order to Appoint/Reappoint
X	Prior Notification Form/Notice of Matter to be Submitted
X	Prior Notification Letter to Appointee/Re-appointee
X	Application for City Boards/Commissions
X	Resumé/CV <b>or</b> personal statement of interest/bio

**Other:**

<input type="checkbox"/>	Attendance for past 12 months (*reappointments only)
<input type="checkbox"/>	Recommendations/support letters (optional)
<input type="checkbox"/>	Annual Disclosure Form

**Date Submitted:** March 10<sup>TH</sup>, 2023

**Meeting Submitted For:** March 20<sup>TH</sup>, 2023

**Regular or Suspension Agenda:** Regular

**Submitted By:** Barbara Montalvo

**Title of Legislation:**

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT OF CASEY PICKETT TO THE DEVELOPMENT COMMISSION.

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**Comments:** LEGISTAR FILE ID: LM-2023-0178

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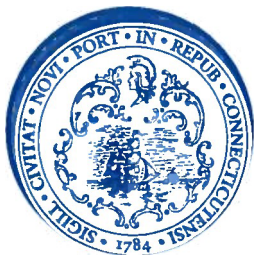
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**Coordinator's Signature:** \_\_\_\_\_

**Controller's Signature (if grant):** \_\_\_\_\_

**Mayor's Office Signature:** \_\_\_\_\_

Call (203) 946-7670 or [bmontalvo@newhavenct.gov](mailto:bmontalvo@newhavenct.gov) with any questions.



## CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street  
New Haven, Connecticut 06510  
T: 203.946.8200 F: 203.946.7683  
[www.CityofNewHaven.com](http://www.CityofNewHaven.com)



March 10, 2023

Honorable Board of Alders  
City of New Haven  
165 Church Street  
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Mr. Casey Pickett of 144 Foster Street, New Haven, Connecticut, 06511 for appointment to the Development Commission.

This appointment would become effective upon your Honorable Board's approval and expire on January 1, 2024. Mr. Pickett will be filling a vacancy on the Commission.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker  
Mayor

CC: Sean Matteson, Chief of Staff  
Office File

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING THE APPOINTMENT  
OF CASEY PICKETT TO THE DEVELOPMENT COMMISSION.

..body

**BE IT ORDERED** by the New Haven Board of Alders that the Mayor's appointment of Casey Pickett to the of Development Commission for a term ending July 1, 2024 be and hereby is approved.

**CHECK LIST FOR ALDERMANIC SUBMISSIONS**

- |   |   |
|---|---|
| X | Cover Letter  |
| X | Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the State you must write a Resolution) |
| X | Prior Notification Form   |
| X | Fiscal Impact Statement - Should include comprehensive budget   |
| X | Supporting Documentation (if applicable)  |
| X | 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:** Tuesday, March 14<sup>TH</sup>, 2023

**Meeting Submitted For:** Monday, March 20<sup>TH</sup>, 2023

**Regular or Suspension Agenda:** Regular

**Submitted By:** Alissa Ebbson, NHPD Supervisor of Mgmt Services

**Title of Legislation:**

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN  
AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE A 6-  
YEAR CONTRACT BETWEEN THE CITY OF NEW HAVEN AND PROPHOENIX  
CORPORATION TO DEVELOP A PLATFORM WHICH COVERS THE CONSULTING  
FEES, HARDWARE, SOFTWARE, INSTALLATION, TRAINING, AND  
MAINTENANCE FOR COMPUTER AIDED DISPATCH/RECORD MANAGEMENT  
SYSTEM/JAIL MANAGEMENT SYSTEM (CAD/RMS/JMS).

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**Comments:** Legistar File ID: LM-2023-0163

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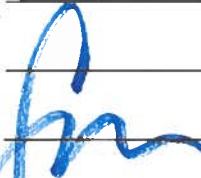
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**Coordinator's Signature:**



**Controller's Signature (if grant):**



**Mayor's Office Signature:**

Call (203) 946-7670 or email [bmonalvo@newhavenct.gov](mailto:bmonalvo@newhavenct.gov) with any questions.



**CITY OF NEW HAVEN**  
**DEPARTMENT OF POLICE SERVICE**  
ONE UNION AVENUE | NEW HAVEN, CONN. | 06519

(203) 946-6333

[newhavenct.gov](http://newhavenct.gov)

March 9, 2023

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

Dear Alder President Walker-Myers,

This note is to advise the Honorable Board of Alders that the Departments of Public Safety seek to execute a six-year contract between the City of New Haven and ProPhoenix Corporation to develop a platform which covers hardware, software, installation, training, and maintenance for our Computer-Aided Dispatch/Record Management System/Jail Management System (CAD/RMS/JMS). ProPhoenix Corporation was selected after the City conducted an RFP to replace the City's current CAD/RMS/JMS system, which has transitioned over the years to a legacy system with limited support options, with one that would fit the City's current and anticipated future needs.

ProPhoenix Corporation will provide the Phoenix Public Safety Solution Suite. This program will increase efficiencies in all aspects of record management, improve geographic information systems on patterns and trends of criminal activity, and provide tools for a safe and secure detention center for staff and inmates.

This six-year contract cost with ProPhoenix is estimated at \$4,802,652.82 and includes the following:

- Year 1 Initiation to the Go Live Phase \$2,037,820.00
- Year 2 Annual Software and Maintenance \$339,116.51
- Year 3 Annual Software and Maintenance \$356,072.34
- Year 4 Annual Software and Maintenance \$373,875.96
- Year 5 Annual Software and Maintenance \$392,569.76
- Year 6 Annual Software and Maintenance \$412,198.25
- Years 1 through 6 Amazon Web Services (AWS) Hosting Fee \$36,000.00  
(Subject to annual adjustments based on the fee charged to ProPhoenix by AWS)
- Hardware allowance to be billed as incurred \$500,000.00
- Software Integration allowance to be billed as incurred \$175,000.00

When reviewing the annual software and maintenance fees, please note that the City's general fund budget includes funding for its CAD/RMS/JMS system at approximately \$250,000 for the current system.

As you review the Fiscal Impact Statement you will see that I have tried to account for all known and anticipated related costs for the six-year contract period. To properly customize and support this public safety system to be used to its intended and full potential there will be personnel, equipment and software costs outside of this requested contract with ProPhoenix. The initial and implementation phases of this project are critical to its success and the City would be looking to hire consultants to assist City Public Safety and IT staff with these phases. This system offers many new features, applications, interfaces, etc. which will require upgrades to the departments' computers, many of which have already reached or exceed recommended life and are due for replacement. This system supports e-ticketing, which would be a new technology for the police department and require the purchase

of printers and receipt paper. There will also be costs incurred as the City's other software systems are integrated with ProPhoenix. The City is anticipating a cost between \$6,000 to \$10,000 per software program that needs to be integrated with CAD/RMS/JMS.

On behalf of the Departments of Public Safety, I look forward to upgrading and enhancing our records, geographic, and facility management technologies with ProPhoenix Corporation. Please contact me with any questions.

Sincerely,



Karl Jacobson  
Chief of Police

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE A 6-YEAR CONTRACT BETWEEN THE CITY OF NEW HAVEN AND PROPHOENIX CORPORATION TO DEVELOP A PLATFORM WHICH COVERS THE CONSULTING FEES, HARDWARE, SOFTWARE, INSTALLATION, TRAINING, AND MAINTENANCE FOR COMPUTERE AIDED DISPATCH/RECORD MANAGEMENT SYSTEM/JAIL MANAGEMENT SYSTEM (CAD/RMS/JMS).

WHEREAS, the City of New Haven through its Public Safety Departments has used Central Square (formerly SunGard Public Sector) as its CAD/RMS/JMS platform since 2012; and

WHEREAS, the City of New Haven is seeking approval to update technology of its CAD/RMS/JMS platform by contracting with a new company, ProPhoenix Corporation; and

WHEREAS, Central Square is ending the products useful life and has been replaced by a new system with the software company which now offers limited support for their legacy products;

WHEREAS, The City of New Haven conducted an RFP review process and reviewed three (3) options for systems;

WHEREAS, the City of New Haven recognizes that by increasing efficiencies in all aspects of record management—e.g., reducing arrest report writing time, reducing incident reporting time—and improving geographic information systems that identify patterns and trends where crime are occurring (including weather forecasts and traffic data) to more quickly triage calls for service, law enforcement is made more effective; and

WHEREAS, the City of New Haven supports its Public Safety Departments' efforts to improve its CAD/RMS/JMS platform by contracting with ProPhoenix Corporation; and

WHEREAS, the cost for the six-year contract will include fixed costs totaling \$3,947,652.82; and

WHEREAS, the cost for the six-year contract will also include an annual 3rd party cloud hosting fee, currently Amazon Web Services (AWS) at \$36,000 per year which is subject to adjustment annually based on AWS fees charged to ProPhoenix; and

WHEREAS, the ProPhoenix Corporation solution will require specialized hardware estimated at \$200,000 initially with a replacement schedule necessary over the life of the contract estimated at \$300,000 that will be included in the contract as a hardware allowance of \$500,000 and billed as incurred; and

WHEREAS, new software introduced throughout the term of the contract will need to integrate with the ProPhoenix CAD/RMS/JMS solutions, a \$175,000 future software integration allowance will be included in the contract, to be billed as incurred; and

NOW, THEREFORE, BE IT ORDERED THAT THE Board of Alders of the City of New Haven authorizes the Mayor of the City of New Haven to approve a 6-year contract between the City of New Haven and ProPhoenix Corporation, with options to renew for additional years.



# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of):

ALL

WARD # ALL

DATE: **March 8, 2023**

FROM: Department/Office Police  
Person Chief of Police Karl Jacobson Telephone 203-946-6333

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 MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE A 6-  
YEAR CONTRACT BETWEEN THE CITY OF NEW HAVEN AND PROPHOENIX  
CORPORATION TO DEVELOP A PLATFORM WHICH COVERS THE CONSULTING  
FEES, HARDWARE, SOFTWARE, INSTALLATION, TRAINING, AND  
MAINTENANCE FOR COMPUTERE AIDED DISPATCH/RECORD MANAGEMENT  
SYSTEM/JAIL MANAGEMENT SYSTEM (CAD/RMS/JMS).

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: alder(s); sponsoring department; attached to submission to Board of Alders.

# FISCAL IMPACT STATEMENT

DATE: 3/8/2023  
FROM (Dept.): Police  
CONTACT: Karl Jacobson, Chief of Police PHONE 203-946-6333

**SUBMISSION ITEM (Title of Legislation):**

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO EXECUTE A 6-YEAR CONTRACT BETWEEN THE CITY OF NEW HAVEN AND PROPHOENIX CORPORATION TO DEVELOP A PLATFORM WHICH COVERS THE CONSULTING FEES, HARDWARE, SOFTWARE, INSTALLATION, TRAINING, AND MAINTENANCE FOR COMPUTERE AIDED DISPATCH/RECORD MANAGEMENT SYSTEM/JAIL MANAGEMENT SYSTEM (CAD/RMS/JMS).

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>BOND</u>	<u>CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE</u>
<b>A. Personnel</b>				See attached spreadsheet for cost estimate
1. Initial start up				
2. One-time				
3. Annual				
<b>B. Non-personnel</b>				
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

**Other Comments:**

See attached spreadsheet for the estimated fiscal impact. This is an estimated budget for the project. Actual costs are subject to change based on implementation, supply chain, and other factors.

## FISCAL IMPACT STATEMENT

**Personnel Costs:** In order to ensure a proper and efficient transfer to the ProPhoenix CAD/RMA/JMS platform the City of New Haven is requesting to hire consultants to assist with the implementation and onboarding phase. This new CAD/RMS/JMS software includes many features, interfaces, etc., which will need to be built. The implementation phase of the project is critical to the success of the project in terms of both getting the software to be operational, and for it to be used to its full potential throughout the duration of the contract.

All other personnel costs associated with supporting this software are expected to remain the same as already in the budget supporting our existing CAD/RMS/JMS system.

**Non-Personnel Costs:** The Year 1 cost of this project is estimated to be \$2,073,820 and covers the beginning initiation phase through the go live phase. The year 2 through year 6 support maintenance fee is charged annually with the following fee schedule: \$339,116.51, \$356,072.34, \$373,875.96, \$392,569.76, and \$412,198.25. In addition to this annual fee, there is also an annual charge for Amazon Web Services (AWS) which is the 3<sup>rd</sup> party cloud computing platform ProPhoenix uses. This annual fee is currently at the rate of \$36,000, but ProPhoenix notes that this fee is subject to change based on the fee AWS charges ProPhoenix. Please note that the City is currently paying approximately \$250,000 per year to Central Square for CAD/RMS/JMS related annual maintenance. Once the City has fully transitioned to ProPhoenix the software maintenance fee for Central Square will end.

There will also be initial and on-going hardware needs for this system. For example, this software supports e-ticketing which requires printers and papers. Examples of hardware purchases include bar code printers, e-signature pads, e-ticket printers, license readers, cameras, and bar code scanners. E-ticket paper, bar codes labels, etc. will be continual expenses, whereas the other hardware will be closer to one-time purchases. Altogether, the City is anticipating a \$200,000 hardware initial cost with a \$60,000 annual cost for support, replacements and expansions for hardware that will be purchased through ProPhoenix. This \$500,000 anticipated hardware cost will be included in the ProPhoenix contract as a hardware allowance to be billed as incurred. Additional hardware will also be needed to purchase from other vendors, such as computers, laptops, and mobile device terminals (MTDs), this cost is estimated at \$550,000. This hardware is necessary to have computers cable of running the ProPhoenix software to its full potential.

The City is also anticipating future software integration costs that will need to be paid to ProPhoenix over the life of this contract as the City expands its software that will need to communicate with the CAD/RMS/JMS system. This cost is estimated at \$175,000 over the life of the contract and will be incorporated into the contract as a software allowance to be billed as incurred. The ProPhoenix contract Year 1 cost includes the integration of the City's existing software, however, the City is anticipating that those software companies will charge a fee to integrate with ProPhoenix. This cost is estimated at \$230,000 as the per software integration one-time fee is estimated at \$6,000 to \$10,000.





Next Generation Public Safety Software

### ProPhoenix Corporation

502 Pleasant Valley Ave  
Moorestown, NJ 08057  
Phone: 609-953-6850  
Web: www.prophoenix.com

## New Haven Public Safety Management System 3rd Party Hardware & Proposal Software 12-26-22

**New Haven Police Dept**  
Attention: Lt. Sean Maher

**1 Union Ave**  
**New Haven, CT 06519**  
Phone# **203-946-6333**

**Proposal# 22-000246**  
**Date : 12/26/2022**  
**Valid Until : 11/30/2023**

**Submitted By:**  
Bucceri, Mike  
Phone# **609-257-1888 X1302**  
E-Mail:  
**mike.bucceri@prophoenix.com**

Dear Lt. Sean Maher,

On behalf of ProPhoenix Corporation, we are pleased to present this proposal for various components of the Phoenix Public Safety Solution Suite. The attached proposal details the required software modules and associated support services in order to successfully implement the proposed solution. If hardware is being proposed and/or recommended, please take note of the specific operating requirements outlined in the Proposal Notes and/or Terms section.

Phoenix represents a major "paradigm shift" in the value provided to Public Safety agencies throughout the United States. There are several differentiating benefits realized by an agency when implementing Phoenix Software. Highlights include;

- ✓ Deep horizontal and vertical integration throughout the entire software suite
- ✓ Integration of 3rd party tools which are transparent to the end user
- ✓ A complete, end-to-end, Public Safety lifecycle suite deployable throughout the entire agency
- ✓ Complete design, development, deployment, and maintenance conducted by ProPhoenix personnel
- ✓ Fiscal responsibility for both the initial procurement as well as ongoing sustainability
- ✓ An "all-inclusive" module philosophy within the major application offerings, e.g., CAD, RMS, Mobile, Fire, Corrections
- ✓ Continual incorporation of the latest in tools and technology to stay ahead of the technology curve
- ✓ Business Intelligence (B/I) capabilities providing "actionable insight" for enhancing decision making in support of Intelligence Led Policing (ILP) initiatives
- ✓ Adherence to National information sharing standards, e.g. National Information Exchange Model (NIEM) based of Global Justice Extensible Mark-up Language (GJXML)

The Phoenix Public Safety Software Suite embraces our "i3" design philosophy of "Integrated, Intuitive, Innovative". By implementing these tenets, our goal is to maximize an agency's effectiveness and optimize its efficiency through the use of our software. We are confident in our ability to exceed your operational expectations, and are grateful for the opportunity to compete for, and earn your business. Should you have any questions, please do not hesitate to contact us.

**Please have an authorized officer sign below and return a copy to me. Upon execution by both parties, this proposal and its terms and conditions will become a binding agreement.**

**Acceptance:**

**By: New Haven Police Dept**

**ProPhoenix Corporation**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Print Name Title



# ProPhoenix Corporation

ProPhoenix Corporation ("Company") proposal contains information and data, which are privileged, confidential and/or proprietary to the Company. This information and data is commercially sensitive and/or financial in nature and is not made available for public review. This information is submitted on a confidential basis only in response to a specific customer request. The information contained herein is protected, among other things by the Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited unless otherwise required by law. No license or right of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between Company and the third party which desires access to the information. The information contained herein is submitted for purposes of review and evaluation in connection with Company's response to the specific request denoted herein. No other use of the information and data contained herein is permitted without the express written permission of the Company. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission from the Company unless otherwise required by law.

## Total Solution Cost :

<b>Cost</b>	<b>\$ 33,475.00</b>
<b>Final Proposal Amount</b>	<b>\$ 33,475.00</b>
<b>Annual Support and Maintenance</b>	<b>\$ 6,915.00</b>

## Cost Summary:

\*A.S.M: Annual Support & Maintenance

Category	Cost	Total Price	A.S.M
<b>ProPhoenix Items</b>			
3rd Party Hardware	5,815.00	<b>5,815.00</b>	0.00
3rd Party Software	27,660.00	<b>27,660.00</b>	6,915.00
ProPhoenix Items Total :		33,475.00	6,915.00
<b>Proposal total</b>	<b>33,475.00</b>	<b>33,475.00</b>	6,915.00

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date



## Item Details:

	Item Name	Qty
<b>3rd Party Software</b>		
INT-NETM-ALL	<b>Netmotion Mobility w Policy, NAC and Analytics/Prem support</b> A formal quote with exact quantity must be received from the vendor, for ProPhoenix to quote New Haven. If New Haven has an account already with NetMotion, please work directly to secure licenses. This is just a bookmark until we receive a quantity of needed licenses for Mobile Devices to complete this line item or to Delete this line item.	1
INT-ESD-ENT-PRO	<b>Easy Street Draw Pro WEB Enterprise License</b> Easy Street is a Software that works on the ProPhoenix System to draw Crash Scenes. New Haven would need to purchase Licenses to be used for each Computer/Laptop. Agency must decide if they will have the Officers do their Crash Scene Diagrams in their vehicles or set up a bank of Computers for this use in the stations. Also, Scene PD is also offered if both Crash Scene & Homicide Scene are needed. Vendor quotes based on sworn officers. Bookmark only.	1
INT-SCENE PD	<b>ScenePD Workstation License -Latest Version</b> @ \$380.00 each. Like Easy Street Draw for Crash Scene Drawing, Scene PD additionally includes Homicide Scene Drawings. May be used in Mobile Computers or a Desktop.	7
INT-ESD-WRK	<b>Easy Street Draw Workstation License - Latest Version</b> @ \$250.00 each. Easy Street Draw for Crash Scene Drawing may be used in Mobile Computers or a Desktop.	100
<b>3rd Party Hardware</b>		
HW-WASP-BAR-PRT	<b>Wasp WPL305 - USB barcode label printer - B/W - thermal transfer with pack of labels</b> @ \$584.00 each. Police - Use for Property.	1
HW-WASP-WWS750	<b>Wasp WWS750 - Wireless 2D Scanner with Base and ProPhoenix Drivers</b> @ \$725.00 each. Police - Use for Property.	1
HW-EPAD-VP9805	<b>Epadlink Electronics ePad VP9805</b> @ \$349.00 each. Needed for capturing signatures for our system to go paperless. Also may be used to return Property or at Front Desk.	1
HW-ANTR-STE501	<b>Hardware - Antaira STE-501C E911 Device Bundle</b> @ \$195.00 each. Needed to receive CAD E911 Ani/AlI Data.	1
HW-AXIS-V5925	<b>Axis V5925 PTZ 1080P Network Camera - For Mugshot</b>	1



@ \$2,559.00 each.

HW-ESEEK-M260

**E-Seek M260 Drivers License Card Reader Bundle**

1

@ \$595.00 each. Reads all 50 states including Mexico and Canada.

HW-BRO-4230BUNDL

**Brother Rugged Jet 4230BL Mobile e-Ticket Printer Bundle**

1

@ \$848.00 each. 4" e-Ticket paper receipt.





## Terms & Conditions

### 3rd Party Software

#### Netmotion Mobility w Policy, NAC and Analytics/Prem support

NetMotion Mobility - Windows Device License

Includes:

- \* Policy Module
- \* Network Access Control Module (NAC)
- \* Analytics Module

Mobility Premium Software Maintenance

- \* 24x7 technical support
- \* Major version upgrades
- \* Tech notes and web based support
- \* Cumulative quantity discounts on additional device licenses
- \* Patch and point releases at no additional charge
- \* Guaranteed response times

#### Easy Street Draw Pro WEB Enterprise License

ProPhoenix is a Trancite Easy Street Draw re-seller only. Easy Street Draw Installation is the sole responsibility of the customer with assistance from Trancite, if needed. Enterprise License Plan is for indicated number of personnel. First year support is included. 2nd and subsequent year's support provided from Trancite Easy Street Draw and not ProPhoenix. Support pricing is set by Trancite Easy Street Draw .

## TRANCITE Software Maintenance Coverage Must be Purchased from TRANCITE Directly not for ProPhoenix

1. Licensor offers a maintenance plan for the Software as follows:
  - i. *Product updates & upgrades*:Licensor will supply improvements and other changes to the software which licensor, at its discretion, deems to be logical improvements or extensions.
  - ii. *Defect corrections*:Licensor will supply corrections as required to correct substantial deviations of the software from specifications or the current applicable reference manual.
  - iii. Save 40% off standard training rates while current under maintenance
  - iv. License Management Services
  - v. License Activations
  - vi. License Transfers
  - vii. License Auditing and Reporting
  - viii. Support Assistance
  - ix. Integration Support
  - x. Answers on How To's and Best Practices
  - xi. Troubleshooting
  - xii. Remote online assistance
2. Initial maintenance period- following the execution of this license there will be no additional charge for maintenance support and product updates for one full year.
3. Charges for subsequent years- for each year after the initial maintenance period of the license, licensor will continue to provide Licensee with maintenance, support and product update services as described in section (A) above, provided Licensee pays Licensor in advance the annual maintenance and support charges then in effect.

Licensor will continue to provide Licensee with maintenance, support and product update services as described in section (A) above, provided Licensee pays Licensor in advance the annual maintenance and support charges then in effect.

#### ScenePD Workstation License -Latest Version

Each client (CAD, WDA and RMS) requires one ScenePD license to draw crime scene. Optional Extended Software Maintenance Plan



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  - vii. License Auditing and Reporting
  - viii. Support Assistance
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  - xii. Remote online assistance
2. Initial maintenance period- following the execution of this license there will be no additional charge



for maintenance support and product updates for one full year.

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Licensor will continue to provide Licensee with maintenance, support and product update services as described in section (A) above, provided Licensee pays Licensor in advance the annual maintenance and support charges then in effect.

## 3rd Party Hardware

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### Wasp WPL305 - USB barcode label printer - B/W - thermal transfer with pack of labels

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Wasp WPL305 - Label printer - B/W - 3400 3x4 thermal transfer labels -

Shipping charges are included in product price.

Additional labels sold separately by ProPhoenix

Hardware purchased through ProPhoenix includes software configuration (not installation), drivers and licensing.

If purchased elsewhere, configuration services and software drivers and licensing provided by ProPhoenix will be at an additional expense.

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### Wasp WWS750 - Wireless 2D Scanner with Base and ProPhoenix Drivers

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WASP WWS750 SCANNER/CHRG/BS USB Shipping charges are included in product price. Hardware purchased through ProPhoenix includes software configuration and drivers for Phoenix interfacing (not installation) where applicable. If purchased elsewhere, configuration services and software drivers provided by ProPhoenix will be at an additional expense.

Included:

WWS750 2D barcode scanner

WWS750 adjustable radio/recharging base

Rechargeable lithium-ion battery

2-year warranty from Wasp [www.waspbarcode.com/barcode-scanners/wws750-2d-barcode-scanner](http://www.waspbarcode.com/barcode-scanners/wws750-2d-barcode-scanner)

Programming guide

Hardware purchased through ProPhoenix includes software configuration (not installation), drivers and licensing.

If purchased elsewhere, configuration services and software drivers and licensing provided by ProPhoenix will be at an additional expense.

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### Epadlink Electronics ePad VP9805

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#### Key Features Include:

- Monochrome LCD display
- Displays affirmation text for greater signing context
- Assigns a unique serial ID number to the host computer
- Ergonomic design
- Legally-binding eSignatures
- USB powered, portable device
- Bundled with IntegriSign software for Acrobat, MS Word and Excel
- Bundled with ProPhoenix Drivers

Hardware - Antaira STE-501C E911 Device Bundle

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The STE-501C is a single port gateway between Ethernet (TCP/IP) and Serial signal communications. It allows almost any serial device to be connected to a new or existing Ethernet network. By encapsulating serial data and transporting it over Ethernet, the STE-501C offers full-duplex, bi-directional data transmission transparent between serial port and Ethernet network. Capable of using either RS232, RS422 or RS485 serial communication standards the STE-501C is ideal for upgrading industrial serial devices onto a Ethernet network. Bundle includes the power supply.

## Features:

- Rugged Metal Case with DIN-Rail / Wall-Mount
- 15 KV ESD Protection for Serial Signals
- 10/100Mbps Fast Ethernet Full Duplex Auto Negotiation
- Supports Multiple Link Mode with TCP Server/Client, UDP, and Virtual COM Mode
- Monitor, Manage, and Control Industrial Field Devices Remotely
- Configurable via Built-in Web Server, Serial Console, or Telnet
- Windows Based Utility for IP Configuration
- Upgradeable Firmware from Remote-PC via Ethernet

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### Axis V5925 PTZ 1080P Network Camera - For Mugshot

AXIS V5925 offers HDTV 1080p resolution with smooth pan/tilt/zoom, high quality audio streaming in stereo, and powerful 30x zoom. The open interface makes it easy to integrate with other systems. Customer is responsible to mount the camera and connect to the network and power source. This camera does not utilize POE, it must be plugged into a power source.

---

### E-Seek M260 Drivers License Card Reader Bundle

The Model 260 incorporates a magnetic stripe reader with advanced technology 2D barcode reading capability. The Model 260 can read any government issued ID card with magnetic stripe information and/or 2D barcodes. This creates a single device for reading virtually all government issued ID's. The data is also transferred to the host device via a standard USB interface (or RS-232). This approach to scanning both magstripe and 2D information with one device is an ideal solution for the POS, ID authentication and law enforcement environment. In addition to the standard side access USB cable interface connector, the Model 260 has incorporated a bottom mounted interface connector, making it an ideal solution for kiosk application environments. Hardware purchased through ProPhoenix includes software configuration (not installation) where applicable. If purchased elsewhere, configuration services by ProPhoenix will be at an additional expense.

Bundle contains the E-Seek M260 card reader, and the CN8000 5' USB Cable that powers the unit (no additional adapters are needed), and the de-coding software for reading DL information.  
[http://www.e-seek.com/product\\_m260.asp](http://www.e-seek.com/product_m260.asp)

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### Brother Rugged Jet 4230BL Mobile e-Ticket Printer Bundle

Bundle Includes:

Printer engine (fancy word for printer) - Rugged Jet 4230BL **(Battery Included)**

10 foot USB cable

14 foot Hard Wired Power Supply

Shipping Charges



Next Generation Public Safety Software

### ProPhoenix Corporation

502 Pleasant Valley Ave  
Moorestown, NJ 08057  
Phone: 609-953-6850  
Web: www.prophoenix.com

## New Haven Public Safety Management System Software 12-26-22 (Appendix A)

Proposal

**New Haven Police Dept**  
Attention: Lt. Sean Maher

**1 Union Ave**  
**New Haven, CT 06519**  
Phone# **203-946-6333**

**Proposal# 22-000289**  
**Date : 12/26/2022**  
**Valid Until : 04/30/2023**

**Submitted By:**  
Bucceri, Mike  
Phone# **609-257-1888 X1302**  
E-Mail:  
**mike.bucceri@prophoenix.com**

Dear Lt. Sean Maher,

On behalf of ProPhoenix Corporation, we are pleased to present this proposal for various components of the Phoenix Public Safety Solution Suite. The attached proposal details the required software modules and associated support services in order to successfully implement the proposed solution. If hardware is being proposed and/or recommended, please take note of the specific operating requirements outlined in the Proposal Notes and/or Terms section.

Phoenix represents a major "paradigm shift" in the value provided to Public Safety agencies throughout the United States. There are several differentiating benefits realized by an agency when implementing Phoenix Software. Highlights include;

- ✓ Deep horizontal and vertical integration throughout the entire software suite
- ✓ Integration of 3rd party tools which are transparent to the end user
- ✓ A complete, end-to-end, Public Safety lifecycle suite deployable throughout the entire agency
- ✓ Complete design, development, deployment, and maintenance conducted by ProPhoenix personnel
- ✓ Fiscal responsibility for both the initial procurement as well as ongoing sustainability
- ✓ An "all-inclusive" module philosophy within the major application offerings, e.g., CAD, RMS, Mobile, Fire, Corrections
- ✓ Continual incorporation of the latest in tools and technology to stay ahead of the technology curve
- ✓ Business Intelligence (B/I) capabilities providing "actionable insight" for enhancing decision making in support of Intelligence Led Policing (ILP) initiatives
- ✓ Adherence to National information sharing standards, e.g. National Information Exchange Model (NIEM) based of Global Justice Extensible Mark-up Language (GJXML)

The Phoenix Public Safety Software Suite embraces our "i3" design philosophy of "Integrated, Intuitive, Innovative". By implementing these tenets, our goal is to maximize an agency's effectiveness and optimize its efficiency through the use of our software. We are confident in our ability to exceed your operational expectations, and are grateful for the opportunity to compete for, and earn your business. Should you have any questions, please do not hesitate to contact us.

**Please have an authorized officer sign below and return a copy to me. Upon execution by both parties, this proposal and its terms and conditions will become a binding agreement.**

**Acceptance:**

**By: New Haven Police Dept**

**ProPhoenix Corporation**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Print Name Title



# ProPhoenix Corporation

ProPhoenix Corporation ("Company") proposal contains information and data, which are privileged, confidential and/or proprietary to the Company. This information and data is commercially sensitive and/or financial in nature and is not made available for public review. This information is submitted on a confidential basis only in response to a specific customer request. The information contained herein is protected, among other things by the Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited unless otherwise required by law. No license or right of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between Company and the third party which desires access to the information. The information contained herein is submitted for purposes of review and evaluation in connection with Company's response to the specific request denoted herein. No other use of the information and data contained herein is permitted without the express written permission of the Company. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission from the Company unless otherwise required by law.

## Total Solution Cost :

<b>Cost</b>	<b>\$ 2,216,820.00</b>
<b>Discount</b>	<b>-\$ 212,500.00</b>
<b>Final Proposal Amount</b>	<b>\$ 1,979,320.00</b>
<b>Annual Support, Maintenance and AWS Hosting</b>	<b>\$ 338,468.10</b>

## Cost Summary:

\*A.S.M: Annual Support & Maintenance

Category	Cost	Discount	Total Price	A.S.M
<b>ProPhoenix Items</b>				
Application Software	1,034,700.00	12,500.00	<b>1,022,200.00</b>	185,871.00
Citizen Services	3,900.00	0.00	<b>3,900.00</b>	2,400.00
Interface	495,045.00	0.00	<b>495,045.00</b>	89,732.10
Installation	66,600.00	0.00	<b>66,600.00</b>	3,780.00
Conversion	200,800.00	0.00	<b>200,800.00</b>	0.00
3rd Party Software	15,000.00	0.00	<b>15,000.00</b>	15,000.00
Project Management	212,000.00	0.00	<b>212,000.00</b>	0.00
Training	152,775.00	0.00	<b>152,775.00</b>	5,685.00
Discount	0.00	-225,000.00	<b>0.00</b>	0.00
Hosting Services	36,000.00	0.00	<b>36,000.00</b>	36,000.00
Custom Job	0.00	0.00	<b>0.00</b>	0.00
ProPhoenix Items Total :			1,979,320.00	338,468.10
<b>Proposal total</b>	<b>2,216,820.00</b>	<b>-212,500.00</b>	<b>1,979,320.00</b>	<b>338,468.10</b>

Customer Signature

Date



## Item Details:

	Item Name	Qty
<b><u>Hosting Services</u></b>		
HOST-AWS-DR	Cloud Hosting - AWS Disaster Recovery (East to West viceversa)	1
<b><u>Application Software</u></b>		
WDA-SER-POL	WDA (Mobile) Server - Police	1
WDA-CLI-POL-SITE	WDA (Mobile) Client - Police (Site License)	1
PNX-IA-LAW	IA - Phoenix Internal Affairs (IA)-Site License (Law) Separate server is required to house IA.	1
CAD-CLI-MJ-SITE	CAD Client - MultiJuris - Police/Fire/EMS (Site License)	1
CAD-SER-MJ	CAD Server - Multi-Juris Police/Fire/EMS/OEM/DPW	1
CAD-STA-SITEP	CAD Status Client - Police/Sheriff (Site License)	1
PNX-ANI-MOD	Phoenix Animal Control Module	1
WDA-MJSER-APPPD	WDA - PD Multi Juris App Server License for Tablet and Phone	1
RMS-SER-MJ	RMS Server - MultiJuris - Police	1
CMS-MUNI-LOCKUP	CMS - Municipal Lock Up Module	1
RMS-CLI-MJ-P-SIT	RMS Client - MultiJuris - Police (Site License) Based on 425 sworn. FTO module will be an added feature at no cost. New Haven PD will beta test and assist ProPhoenix to enhance it.	1
PNX-FTO-MOD	FTO - Phoenix Field Training Officer Program Field Training Officer Module to be developed. Specifications to be determined.	1
<b><u>Interface</u></b>		
INT-KGIS-NET	Interface - Key Global Information Sharing ProPhoenix Data Sharing with other ProPhoenix customers who opted in.	1
INT-911-NEXTGEN	Interface - E911 Next Gen Features Required Interface	1
INT-RAPIDSOS-II	Interface - RapidSOS CAD Interface	1
INT-ESRI-BUNDLE	Interface - ESRI Bundle (Phoenix CAD Map, RMS Map and Geo Sync)	1
NCI-SER	Interface - NCIC Server TCP/IP Required Interface: CJIS	1
INT-IDEM-NIST	Interface - Idemia LiveScan NIST Interface Required Interface.	3
INT-ALARM-CRYWOL	Interface - Central Square Cry Wolf Alarm Management and Billing	1



Required Interface: Alarm Permits & False Alarm processing - vendor Cry Wolf

INT-POWERPHONE	Interface - PowerPhone Required Interface	1
INT-CAD-PAGEGATE	Interface - PageGate SMS Message Interface	1
INT-ECITA-CT	Interface - Connecticut e-Citation Required Interface	1
INT-ADASHI-MDT	Interface - Adashi FirstResponse MDT Software	1
INT-CT-COLLECT	Interface - Connecticut COLLECT System	1
INT-EVERBRIDGE	Interface - Everbridge Critical Event Notification Program	1
INT-CT-CISS	Interface - Connecticut Information Sharing System	1
INT-LENELS2	Interface - Lenel S2 Access Control and Security Management	1
INT-CAD-TXT2-LS	Interface - Text2Dispatch and LiveStream to Dispatch	1
INS-GPS-CONFIG	Interface - Parsing UDP data directly from a GPS device Confirmed that Modems are Cradle Point RBR900	1
INT-TASER-AXON	Interface - Configuration of Axon Body Camera Video We understand "auto tagging" as auto push from the job server every 8 hours. The 6 agencies that have this interface have it schedule for every 8 hours. We can set the default time to what your agency requires. Interface to include both body and dash cam data.	1
INT-SHOTSPOTTER	Interface - ShotSpotter Gunshot Detection System	1
INT-NAV-LINX	Interface - LInX/D-DEx	1
INT-LEXIS-CRASH	Interface - LexisNexis Buy Crash Reporting Service	1
INT-CRASH-PR1	Interface to Connecticut Crash Reporting System	1
INT-UOF-CT	Interface - Connecticut State Use Of Force Data Export Use Of Force	1
INT-CTRP3-CT	Interface - Connecticut Racial Profiling Collection Center	1
INT-FIRSTDUE-RMS	Interface - Phoenix CAD to First Due Fire RMS	1
INT-PROQA-FD-EMS	Interface - Priority Dispatch Pro QA Bundle for Fire and EMS	1
INT-VID-MILE	Interface - Milestone Video	1
INT-TELE	Interface - Telestaff (two way exchange) Yale has for Scheduling	1
INT-LOGISYS-CAD	Interface - Logisys CAD	1





Requires a Two-Way Interface to AMR

## Citizen Services

CIT-SETUP-SJ	Citizen Services - Initiation and Setup - Single Agency	1
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Based on New Haven Pop. 595k.

CIT-SUP	Citizen Services (Crime View) - Annual Subscription	1
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Police for New Haven.

## Custom Job

CUS-FORM-PD	Custom Forms - Police	1
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All future Connecticut State Forms will be Updated when required or Newly Built when issued, at No Cost to New Haven.

## Installation

PNX-INS	Installation - Phoenix Software	1
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GOOG-MAP-SETUP	Installation - Google Map Setup and Configuration	1
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INS-SER-TEST	Installation - Components/Licensing for Test Server	1
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INT-IBR-CONFIG	Interface - NIBRS Module Configuration and Set Up	1
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NIBRS is in RMS.

POWERBI-ENT-CFG	Power BI Configuration for SQL Enterprise or Standard	1
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PNX-CMS-IMPLEM	Implementation Services - Municipal CMS Module	1
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INS-CELL-CONFIG	Installation - Set up and Configuration of Phoenix Cell Check App	1
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## Conversion

CON-GC	Populate Geo (Address)	1
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Has a GIS Dept. who will supply data.

CON-TRI	Data Conversion - Tri Tech RMS	1
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Name associations to incident reports from the legacy system will be converted as part of the name/incident data conversion. ProPhoenix will add legacy PDF files from incident reports to the attachment tab as part of the incident report data conversion. As part of citation conversion – related name or Driver's name, DOB, driver demographics, police district and location are converted.

CON-CRASH-REPORT	Data Conversion - Crash Reports	1
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ProPhoenix will convert PNG file Crash Diagrams into the attachment tab of the Crash Entry.

CON-OSSI	Data Conversion - Sunguard OSSI	1
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Name associations to incident reports from the legacy system will be converted as part of the name/incident data conversion. ProPhoenix will add legacy PDF files from incident reports to the attachment tab as part of the incident report data conversion. As part of citation conversion – related name or Driver's name, DOB, driver demographics, police district and location are converted.

CON-CMS-SYS	<b>Data Conversion - Corrections Management</b> Jail RMS Conversion	1
<b>Training</b>		
TRN-ONS-TTT	<b>Training - On-Site Train the Trainer</b> Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.	33
TRN-REM-WEB	<b>Training - Off-Site On-Line (WEB and/or Telephone)</b> WebEx training is up to 4 hours per session. Ideal for specific modules that may have just a handful of users such as Inventory, Fleet, Scheduling and more. Maximum recommended class size is 8. Monday - Friday 8am - 5pm availability.	19
TRN-GO-LIVE	<b>Training - On-Site Go Live</b> Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.	3
TRN-POST-LIVE	<b>Training - On-Site Post Go Live</b> Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.	3
TRN-PREGOLIVEREF	<b>Training - Pre Go Live Refresher and Overview</b> Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.	2
TRN-TTT-REFRESH	<b>Training - 6 Month Refresher Training</b>	3



Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-ADMIN-CONF

**Training - Annual Administrator Training**

3

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-ONS-SPECIAL

**Training - On-Site Specialized Training Administrators**

5

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-ONS-SPECAD

**Training - On-Site Specialized Training CAD**

3

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-ONS-IA

**Training - On-Site Specialized Training Internal Affairs**

3

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-PROP-ENDU

**Training - On-Site Specialized Training Property and Evidence**

2

Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.

TRN-ONS-SYSADM

**Training - On-Site System Administrator Training**

3



	<p>Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.</p>	
TRN-RECORDS	<p><b>Training - On-Site Specialized Training Records Division</b></p> <p>Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.</p>	3
TRN-RPT-ONS	<p><b>Training - Phoenix DB and Crystal Rpt Dev (On-Site)</b></p> <p>Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.</p>	1
TRN-ONS	<p><b>Training - On-Site</b></p> <p>All training should be in connection with Yale Police at a mutually agreed upon training environment.</p>	1
TRN-ONS-CMS	<p><b>Training - CMS On-Site Train the Trainer</b></p> <p>Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.</p>	2
TRN-ONSITE-BI	<p><b>Training - On-Site Specialized Training Power BI Dashboards</b></p> <p>Includes travel, meals and lodging. A minimum of 3 training days per visit. Day sessions are up to 8 hours Monday-Friday 8am-5pm. Recommended class size is 8. Unused sessions will be banked indefinitely. Please note, if 2 trainers work a training day, 2 training days expire. If this is Multi Juris, centralized training is required.</p>	2
<b><u>Project Management</u></b>		
PM-GEN	Project Management and Professional Services	1
<b><u>3rd Party Software</u></b>		
GOOG-MAP-SAAS	Google Map Subscription	200
<b><u>Discount</u></b>		
PNX-DISC-STFIRST	Discount - First in State	1



## Terms & Conditions

### Hosting Services

#### Cloud Hosting - AWS Disaster Recovery (East to West viceversa)

Pricing is Estimate only. Must get updated pricing from AWS when contract is signed.

ProPhoenix will manage the billing and payment for the hosting services with AWS. Customer agrees to pay the estimated annual cost for the upcoming year. The initial estimate will be billed and required to be paid upon signing the contract and thereafter added to the maintenance and support invoice. Annually, it will be reviewed against the actual usage and a new estimate will be provided and the amount adjusted on the support invoice. Any overage will be adjusted against the upcoming billing cycle and any under payment will be billed to the Customer in accordance with ProPhoenix's standard invoice procedure.

Dedicated hosting. Customer can access the servers similar to on-premise installation.

#### Specifications:

**1. Site-to-site VPN:** 2 Site-to-site VPN Connections DT Inbound 1024GB /month, DT Outbound 1024GB/month

#### 2. Staging VPC

EC2 Instances for CAD:

Instance Size: m5a.small C:\200 GB; and D:\200 GB (Elastic Block Storage)

EC2 Instances for RMS:

Instance Size: m5a.small C:\200 GB, and D:\200 GB (Elastic Block Storage)

EC2 Instances for SQL Standard:

Instance Size: m5a.small C:\200 GB, D:\1000 GB - Data, E:\1000 GB - Log, F:\100 GB - TempDB (Elastic Block Storage)

#### 3. Target VPC : Ondemand usage when DR drill is performed or during Disaster

EC2 Instances for CAD:

Instance Size: r5a.large 2 vCPUs, 16GB RAM, C:\200 GB; and D:\200 GB (Elastic Block Storage)

EC2 Instances for RMS:

Instance Size: r5a.large 2 vCPUs, 16GB RAM, C:\200 GB, and D:\200 GB (Elastic Block Storage)

EC2 Instances for SQL Standard:

Instance Size: r5.2xlarge (8 vCPUs, 64GB RAM, C:\200 GB, D:\1000 GB - Data, E:\1000 GB - Log, F:\100 GB - TempDB (Elastic Block Storage)

#### 4. Storage Accounts:

Data written to AWS Storage by Agency

1,024 GB per Month Capacity -

Volume Storage 1024 GB with retention period for Days, Months, Years.

Backups

VM Backups- Continuous Backups for point-in-time Recovery (PITR)

VM Backups - Application-consistent backup.

**5. AWS AD:** Standard directory objects (1) Domain Controller - Secondary

**6. AWS CloudWatch Metrics:** Metrics requested (50); API requests (50) (Data Ingested, Standard Logs (30 GB), Cloudwatch Logs (30 GB), S3 (10GB)

**Business Support:** 24/7 phone, chat, and email access to cloud Support Engineers for unlimited contacts, with a response time of less than 1 hour.

**\*\*\* Optional services: (will have additional charges approx 1000\$/month) - can be added as ondemand programmable services in the future.**

*Web application Firewall, Network Firewall*

**NAT Gateway:** NAT Gateways (1) - while running Full DR

### Application Software

WDA (Mobile) Server - Police



WDA works with IP based communication link. Customer is required to procure the necessary hardware, software and service to establish the secure TCP/IP communication channel between wireless client and the Phoenix WDA server. ProPhoenix recommends NetMotion Mobility Software to satisfy CJIS requirements such as compliance with *FIPS 140-2* Encryption Requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required.

## WDA (Mobile) Client - Police (Site License)

WDA works with IP based communication link. Customer is required to procure the necessary hardware, software and service to establish the secure TCP/IP communication channel between wireless client and the Phoenix WDA server. ProPhoenix recommends NetMotion Mobility Software

Any GPS device that can be connected via serial port or USB which output's data in NMEA2 format can be used with WDA. WDA will automatically detect the GPS existence with no configuration.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required..

## IA - Phoenix Internal Affairs (IA)-Site License (Law)

ProPhoenix Internal Affairs is a full featured solution designed to support the standards held by most law enforcement agencies. Using the latest Microsoft Technologies, and configured with an independent SQL database that does not allow access outside of an authorized IA user list.

Built on the same .NET and browser based technologies as our ProPhoenix suite of products, any authorized user can access this system anytime, anywhere.

- Independent product with no access from regular CAD and RMS users
- Easy to understand User Interface
- Complaint Entry – Anywhere, Anytime
- Case Management
- Effective Notification and Early Warning Systems
- Full Reporting System
- Automated Correspondences and Statistical Reports
- Phoenix integrated Video Interview Module is compatible with IA (Optional)

Subscription (Cloud) Accounts: Because the IA module does not contain NCIC access, ProPhoenix utilizes the standard Microsoft Azure Cloud service and not the NCIC required Government Cloud Service.

## CAD Client - MultiJuris - Police/Fire/EMS (Site License)

Must meet the hardware requirements and be connected to Phoenix CAD server on a high speed IP LAN. Installation of Microsoft .Net 4.5 as part of the Windows O/S is required.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions the appropriate Mapping licensing is required. Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

## CAD Server - Multi-Juris Police/Fire/EMS/OEM/DPW

Customer is responsible to provide server and client hardware with minimum requirements and be connected to Phoenix CAD server on a high speed IP LAN. Installation of Microsoft .Net 4.5 as part of the Windows O/S is required.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check



with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions the appropriate Mapping licensing is required.

## CAD Status Client - Police/Sheriff (Site License)

Must meet the hardware requirements and be connected to Phoenix CAD server on a high speed IP LAN. Installation of Microsoft .Net 4.5 as part of the Windows O/S is required.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions the appropriate Mapping licensing is required.

## Phoenix Animal Control Module

Enter, track, and maintain all records associated with running an animal control facility. Animal records are maintained similar to human names with all descriptive characteristics and incident history. Once an animal name is created it will not need to be recreated for subsequent incidents involving the same animal. Data fields include: species, breed, sex, color, height, weight, length, pedigree name, DOB, chip ID, licenses, tags, expiration date, rabies shot info, collar/halter info, vet name (and associated contact info). Users can also capture the demeanor, observations regarding adequate food, water and shelter and ability to log multiple resolutions, warnings and/or summons issued for a case. Document all information relating to any incident involving an animal bite including multiple victims or multiple animals at the same location. Animal Control Officers can add narratives, reports and case details. Users can track all medical care while the animal is housed at facility. Users can attach scanned documents and photos to cases or animal records.

## WDA - PD Multi Juris App Server License for Tablet and Phone

WDA App works with IP based communication. Customer is required to procure the necessary hardware, software, and service to establish the secure TCP/IP communication channel between wireless client and the Phoenix WDA App server. ProPhoenix recommends NetMotion Mobility Software.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required. App server supports iPad, Android and Windows Surface Pro

## RMS Server - MultiJuris - Police

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third-party Map functions, the appropriate Mapping licenses are required.

## Included with an RMS License:

- |                                       |                                 |                                |
|---------------------------------------|---------------------------------|--------------------------------|
| Accounting                            | e-Attachment Capabilities       | Pawn Entry                     |
| Accreditation Assistance              | Employment Application Tracking | Parking citations              |
| Activity Log                          | e-Signature Capabilities        | PDF Form Support               |
| Alarms                                | Expungement                     | Permits                        |
| Arrest Entry                          | False Alarm Billing             | Personnel Management           |
| Attachments                           | Field Interview                 | Personnel Scheduling           |
| Barcoding                             | Fleet Maintenance               | Property Room                  |
| CAD Details                           | Gangs Module                    | Records                        |
| Camera Interface                      | GEO Management                  | Redaction Features             |
| Case Management                       | Global Text Search              | Report Entry and Approval      |
| Citation Tracking                     | Help Desk Module                | Social Media Profile Tracking  |
| Citizen Services (Internal functions) | Incidents                       | SOR/Career Criminal Registry   |
| Civil Process                         | Inventory                       | SSRS Reporting Capabilities    |
| Clergy Reporting (if applicable)      | K-9                             | Stop Profile                   |
| CompStat Report                       | Mapping                         | Towing                         |
| Contacts                              | Master Search                   | Traffic                        |
| Crash Reports                         | MS Excel Export                 | Training                       |
| Crime Analysis BI                     | Mugshot and Line Ups            | UCR and/or NIBRS               |
| Details Worked Billing                | Municipal Jail Cell Checks      | Use of Force                   |
| Document Management                   | Name Mining                     | Vehicle (Plates, VIN, etc.)    |
| Domestic Violence Tracking            | Names                           | Warrants and Protective Orders |
| Drug Overdose                         | Notification Features           |                                |



## RMS Client - MultiJuris - Police (Site License)

Hardware and all the necessary system software, along with it's installation & configuration, are the responsibility of the customer unless otherwise specifically stated. System specifications must meet the minimum requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

To use third party Map functions, the appropriate Mapping licenses are required. Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

## FTO - Phoenix Field Training Officer Program

Development module. Specs to be determined.

## Interface

### Interface - Key Global Information Sharing

KGIS.Net interface provides the access to share certain information securely among other Phoenix users without duplicating the data (including index replication). Customer will have to open read-only access to Company KGIS Server. Customer has some options to limit the amount of detail information that can be shared. Data communication is based on GJXML schema.

No data is stored, or viewed by ProPhoenix. We simply provide a message switch to direct queries between agencies.

### Interface - E911 Next Gen Features

Next Gen 911 specifications not yet finalized by APCO. This item will be for development of text to CAD if not done through the 911 phone vendor. If done through the phone vendor this interface will accept the phone vendor text data.

### Interface - RapidSOS CAD Interface

RapidSOS provides life-saving multimedia, health profile, and real-time incident data from connected devices directly to 9-1-1 and first responders. RapidSOS works closely with mobile device manufacturers such as Apple and Android to get accurate location information along with emergency data when a 9-1-1 cell call is made.

- Automatically show RapidSOS data in a separate browser when a 9-1-1 call is received.
- Retrieve current device coordinates (Latitude and Longitude) from RapidSOS using a web service.
- Plot the incident location on the map in CAD and Mobile using the obtained coordinates.  
Set up an automatic rebid process with CAD to continuously update the location on the map such as while riding with Uber.
- Phoenix Enhanced CAD Interface Capabilities offers integration with Phoenix CAD. Emergency data associated with the cell number is sent to Rapid SOS, retrieved and stored from within CAD as part of the call. Pertinent data field will be saved and searchable. Phone vendors and other Rapid SOS partners may not allow all data to be passed to CAD via the Rapid SOS API. ProPhoenix can only display data provided by the Rapid SOS API.
  - Due to privacy considerations with Apple and Google medical information will no longer be integrated into the CAD history.

Please see <https://info.rapidsos.com/prophoenix> for more information.

### Interface - ESRI Bundle (Phoenix CAD Map, RMS Map and Geo Sync)

1. Auto update new Addresses from ESRI into Phoenix
2. CAD and WDA will use ESRI map in place of a 3rd party mapping product.
3. RMS: ESRI map is used any place we show map such as Geo Analysis, AVL Replay, Master name etc)
4. RMS: ESRI layers can be pulled into RMS directly from ESRI which avoids duplicate layer creation in Phoenix

### Interface - NCIC Server TCP/IP

New development





NCIC will take a minimum of 3 months to complete from the time of the meeting with the state and Customer.

## Customer Responsibilities:

- Initiate conference call between State, Customer & ProPhoenix
- Determine the customer NCIC/CAD server & State server Nat Map IPs (State IP & CAD IP Map)
- NCIC/CAD server should be able to Ping the State IP & Port#. The same way state needs to communicate back to NCIC/CAD Server.
- Customer & State need to confirm the IP communication between Customer server and State Server.
- Provide transaction query list confirmation to ProPhoenix and to the State

## ProPhoenix Development Responsibilities:

- NCIC communication channel between state IP & Port# and customer server
- Transaction query list (provided by customer as per above) - plate query, DL, name query & III. Transaction query list should contain around 12 to 18 queries. The State can limit the amount and types of queries allowed to be submitted through the interface.
- CAD & RMS need to add necessary UI based on transaction query list and business process such as follow up query based on NCIC response.
- Demonstrate to customer if customer is satisfied then notify the state.
- State Approval for production
- State will pick up the date for review and approval and organize the conference call to the State, customer & ProPhoenix.
- State will ask customer to run each query and the state will verify the NCIC response.
- If anything goes wrong the State will reschedule.

NCIC Go live to be approved by the state and ProPhoenix does not have any control over this.

## Interface - Idemia LiveScan NIST Interface

The customer is responsible to contact/contract their Livescan provider for them to perform any interface related tasks to interface ProPhoenix to their system.

ProPhoenix will send a NIST file including all Biometric details and Mugshots to a shared folder in which the Livescan device will pull the file and provide the full details in the Livescan device to be transferred to state.

## Interface - Central Square Cry Wolf Alarm Management and Billing

This interface will transfer the necessary information from Fire and/or Police RMS to Cry Wolf Solutions to accommodate Alarm billing. Expected data will be call information and CFS codes

## Interface - PageGate SMS Message Interface

This will relay user-defined incident information to pagers associated with dispatched units as well as other designated pagers. It is an interface between CAD and alphanumeric paging encoders.

## Interface - Connecticut e-Citation

Connecticut traffic citation form generation, Phoenix RMS Traffic Module population, and electronic submission to the State of Connecticut (if available). Customer must assist with submission testing and data certification with the state. There is NO per ticket



fee association with our interface.

ProPhoenix supports the e-seek M260 DL swiper (or current model e-seek DL scanning device supported by ProPhoenix). for auto population of data.

If a non-supported device is currently in use. ProPhoenix will attempt to configure the device to work with our software and develop drivers to allow for the scanning features. This work will be at additional cost and software drivers will be necessary at separate purchase.

Customer must assist with creation of the citation form and providing State contacts to set up and test the submissions (if applicable)

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## **Interface - Adashi FirstResponse MDT Software**

Push of CAD data to watch folder for Adashi to consume. Customer must assist with configuration, testing and coordination with vendors.

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## **Interface - Connecticut COLLECT System**

One direction push of request information to the State COLLECT System. Customer must assist with configuration and testing with the State.

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## **Interface - Everbridge Critical Event Notification Program**

Transfer of CAD data to Everbridge Event Notification Specs TBD. Customer required to assist with implementation and testing of this interface.

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## **Interface - Connecticut Information Sharing System**

Transfer of RMS data to the State of Connecticut Information Sharing System (CISS) Specs TBD Customer must assist with configuration and testing with the State.

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## **Interface - Lenel S2 Access Control and Security Management**

Bi directional interface to Lenel S2 system designed to transfer employee photos and other identifying information. Customer must assist with configuration and testing.

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## **Interface - Text2Dispatch and LiveStream to Dispatch**

Unless provided by ProPhoenix the agency must purchase a phone number from our partner, Twilio, and set up an account with them.

ProPhoenix will manage the billing and payment for the Txt2CAD interface with Twilio. Customer agrees to pay the estimated annual cost for the upcoming year. The initial estimate will be billed separately and thereafter added to the maintenance and support invoice. Annually, it will be reviewed against the actual usage and a new estimate will be provided and the amount adjusted on the support invoice. Any overage will be adjusted against the upcoming billing cycle and any under payment will be billed to the Customer in accordance with ProPhoenix's standard invoice procedure

In a multi-juris configuration each PSAP gets its own phone number. You can also port your own local number into Twilio at no cost.

The agency purchases from ProPhoenix the appropriate Text2Dispatch license (single or multi-juris)

ProPhoenix will configure the interface and enable the license.

Each phone number currently costs \$1 per month

Each text message currently costs \$0.0075 per message. (Example - 200 message/day will cost \$45.00 + \$1 = \$46/month.

Prices from Twilio may change so for current price information please check: <https://www.twilio.com/pricing>

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## **Interface - Parsing UDP data directly from a GPS device**

This GPS Server configuration will allow the GPS Service to parse UDP data directly from a GPS device.

When GPS data comes from the vehicle's modem, the GPS Server will parse that data. The system will look at the **Antenna ID** recorded for that Fleet vehicle in RMS and check if any unit is associated with that vehicle, and then update the Lat/Long of the vehicle in CAD.



## Interface - Configuration of Axon Body Camera Video

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A CSV File will be created containing the following fields –

Event\_ID ( Call #)  
Officer\_Badge\_ID  
Officer\_Dispatched\_DateTime  
Officer\_Cleared\_DateTime  
Report\_Number ( Case #)  
Category  
Tag  
Title  
Street  
City  
State  
ZIP\_Code

ProPhoenix is sending the information of Prime Officer, date, time, IR number etc to Axon by scheduled job interval. They are attaching this info to their video file so agencies can search in the Axon system using Phoenix information. Currently, they can look up video by officer or date and time. This allows them to look up video with Case Number Prime officer locations, etc.

No information is saved to the ProPhoenix database.

## Interface - ShotSpotter Gunshot Detection System

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When a gunshot event is detected ShotSpotter will send a payload of information containing data elements such as date, time, location, GPS coordinates and comments (if added) to the ProPhoenix CAD/WDA system. ProPhoenix will present a pop up window in CAD (WDA with permission) with the information and options to view, create, or cancel a call.

Customer must work with ShotSpotter and ProPhoenix to facilitate installation, assist with technical details and test the interface prior to installation on the production server.

## Interface - LInX/D-DEx

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Law Enforcement Information Exchange (LinX) is transforming the way it shares the law enforcement information with its federal, state and local law enforcement partners to exchange of criminal justice information that is complete, accurate, and timely to prevent the crime and systematically improve the investigation and prosecution of criminal activity.

This release of the Linx/D-DEx is based on the NIEM Template Requirements document and contains written documentation, sachems, instance documents, style sheet, a mapping spreadsheet, and additional documentation. The Linx/D-DEx will promote a standard for information sharing on a national level for law enforcement and criminal justice entities.

## Interface - LexisNexis Buy Crash Reporting Service

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ProPhoenix will create a job for job server to send a daily batch of Crash Reports to LexisNexis Buy Crash via XML for sale of reports to the public.

Interface includes discussions with LexisNexis, development, testing, and training.

## Interface - Phoenix CAD to First Due Fire RMS

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The information ProPhoenix will be pushing to First Due RMS is:

- Call Type
- Address
- Caller Info
- Apparatus with Response Times



- CAD Notes
- Time/ Number

Final data requirement TBD

## **Interface - Priority Dispatch Pro QA Bundle for Fire and EMS**

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Certified Interfaces to Pro QA. This would provide the dispatcher the correct protocol for handling EMS medical emergencies and Fire Department dispatching and provide (via ProQA) the information to assist with Emergency Medical and Fire Dispatching.

## **Interface - Telestaff (two way exchange)**

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Interface which imports roster information from Telestaff. RMS will support a 2 way transfer and personnel information between RMS and Telestaff.

## **Interface - Logisys CAD**

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ProPhoenix develops and "grabs" this information from an XML file. Logisys would have development costs and that figure must come from them. Car to car/car to dispatch center chat wouldn't be available, however since the information is populated. The call times and call number information, any individual activity will be available when officer logs on ProPhoenix RMS.

## **Citizen Services**

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### **Citizen Services - Initiation and Setup - Single Agency**

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Citizen Services is a subscription service hosted by ProPhoenix Corp. The minimum term is 1 year which is renewed annually unless cancelled in writing 60 days prior to expiration. {agencyname}.prophoenix.com will be established and hosted by the Company. Citizen Services allows the public to access the website to perform various online reporting functions.

### **Citizen Services (Crime View) - Annual Subscription**

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Citizen Services is a subscription service hosted by ProPhoenix Corp. The minimum term is 1 year which is renewed annually unless cancelled in writing 60 days prior to expiration. {agencyname}.prophoenix.com will be established and hosted by the Company. Citizen Services allows the public to access the website to perform various online reporting functions.

## **Custom Job**

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### **Custom Forms - Police**

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All future Connecticut State Forms will be Updated when required or Newly Built when issued, at No Cost to New Haven.

## **Installation**

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### **Installation - Phoenix Software**

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Server Hardware and System Software must be installed, configured, and available before installation can begin. Customer must provide remote access with full Administrator privilege to the server. Each CAD client PC's should be available on the network with the minimum recommended configuration. Installation will be done remotely using Remote Desktop access.

Optional on-site installation requests will require travel and personnel costs that are the responsibility of the customer and will be billed upon completion. Estimates of cost will be provided if on-site installation is desired and will be based on our actual cost for personnel, travel and accommodations. Meals and incidentals will be actual cost not to exceed the IRS per diem. Contact ProPhoenix to discuss the minimum hardware requirement and various configuration options.

### **Installation - Google Map Setup and Configuration**

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Enable Google map integration with either RMS, CAD and WDA for either Police or Fire usage. Annual Subscription is required which may be listed as a separate line item.

Google no longer supports IE9 and users must upgrade to IE10 or higher to properly display Google Mapping.

### **Installation - Components/Licensing for Test Server**

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Setup and Install Test Database on Customer Server. ProPhoenix recommends a test server and test database be used to qualify new releases before moving the new version to the production database.

### **Interface - NIBRS Module Configuration and Set Up**

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Requirements for assisting customer with submitting live NIBRS information to the State. NIBRS Module Mapping of Charge Codes, Review and configuration of CFS Codes, Training, State Certificate and Configuration of NIBRS functionality in the ProPhoenix applications. Includes the necessary set up of the connections with the State for successful test submissions, and preparation and testing for live submissions. No additional servers or hardware are required. This will be installed with the Phoenix Records Management System.

## Power BI Configuration for SQL Enterprise or Standard

ProPhoenix will configure the database for BI, setup all the supplied dashboards and enable them from within RMS. This set up includes 2 Power BI Pro licenses if Customer does not use SQL Enterprise version.

## Implementation Services - Municipal CMS Module

Installation, Configuration, Training, and overall Implementation of the Phoenix Municipal Corrections Management System

## Conversion

### Populate Geo (Address)

Customer is responsible for providing the required Geo data based on the ProPhoenix data layout in the GEO spreadsheet or pay for the purchase the address only data from online sources. Intersections cannot be obtained from these online sources and must be provided by customer in spreadsheet format, or hand entered. If Lat/Long information is not provided by customer, Company will populate the Latitude and Longitude for addresses based on the match found in the 3rd party Map applications used by ProPhoenix and will generate a report of all the addresses not found in these programs.

Customer will be required to correct addresses, or manually update the latitude/longitude, for any missing entries. Customer is responsible to verify and update GEO data in the spreadsheets before Company inserts the GEO data.

### Data Conversion - Tri Tech RMS

Data Conversion is one of the most significant elements for a successful migration from one public safety system to another. Differences in data base design, structure, layouts, nomenclature, codes, tables, etc., as well as the legal ramifications of one vendor touching another vendor's system, makes it a daunting task to execute and manage. Thus, a very close working relationship with the client is necessary in order to ensure the task of Data Conversion is successful. Client and Vendor collaboration is essential to identify that all meaningful data is converted or made available to protect years of valuable historical information. The identification of what key and critical data is "meaningful", and what can and should be converted, as well as what alternative retrieval strategies might be used, such as some data being stored as attached documents, is a work process we are prepared to undertake with your assistance. Unless otherwise specified, data conversion consists of:

- **Name Module:** Jacket, Non-Jacket, Alias, Address, Flags, Associates, Family Info, Employee/School, Gang, Name Activity, Pictures, Comments, Attachments, and Gun Permits.
- **Incident Module:** Call Detail, Case Detail, Unit History, CAD Comments, Vehicles, Names, Attachments, Call Summary, and Report Narratives (only the actual existing narratives).
- **Arrest Module:** Arrest Data, Charge Info, Mugshots, Arrest Comments, Vehicles, and Attachments.
- **Property Module:** Location, Vehicles, Status, Property Room Data, Attachments, and Property History.
- **Citation Module:** Violation Data, Vehicle Info, Attachments and Comments.
- **Personnel Module:** Names, Employee#, Address, Email, User Name, Phone #, Sex, Race, Ethnicity, DOB, Hire Date, PF Type, Rank, Badge.
- **Crash Module Optional:** If included in proposal, conversion includes Crash Data, Vehicle, Violation and Driver Info., and Narrative.

In order to support this effort, the customer is required to perform the actual task of providing a copy of the database or performing data extraction in ASCII (with guidance and assistance from ProPhoenix), delimited format or in SQL format.

Our Conversion Manager will work closely with your designated personnel. We will install a temporary conversion database that will be utilized until the data conversion process is complete. We will use the copy of your database to conduct the preliminary field mapping and conversion to be review by your staff. Following Go Live on Phoenix software, we will require a final copy of the source database(s), perform the conversion, allow some time for your staff to review and then insert the data into the Live database. The assigned ProPhoenix Project Manager will work closely with your team and our conversion team to make sure the project stays on track and deadlines are met for this and all aspects of the implementation.

A separate, temporary Conversion database is created. All converted data must be reviewed and certified by a member of the Agency team most familiar with the current department records. Once certified and inserted into the Production database, changes will not be possible. Timely responses (within 10 days of requests) is necessary to keep the conversion timeline and process on track. Delays will affect project timelines.

Most of the data conversion occurs following Go Live and once the Agencies have stopped using their current software. However, in order to prepare for Go Live and a smooth migration from one system to another, three parts will be converted and available in the Phoenix system before transition.

All history associated to the above conversions and remaining information such as incidents, arrests, etc. would be completed once the current software is no longer being updated and the data is copied and presented to ProPhoenix to complete the final conversion.

### Data Conversion - Crash Reports



Data Conversion is one of the most significant elements for a successful migration from one public safety system to another. Differences in data base design, structure, layouts, nomenclature, codes, tables, etc., as well as the legal ramifications of one vendor touching another vendor's system, makes it a daunting task to execute and manage. Thus, a very close working relationship with the client is necessary in order to ensure the task of Data Conversion is successful. Client and Vendor collaboration is essential to identify that all meaningful data is converted or made available to protect years of valuable historical information. The identification of what key and critical data is "meaningful", and what can and should be converted, as well as what alternative retrieval strategies might be used, such as some data being stored as attached documents, is a work process we are prepared to undertake with your assistance. Unless otherwise specified, data conversion consists of:

- **Crash Module:** Conversion includes Crash Data, Vehicle, Violation, Driver Information, and Narrative.

In order to support this effort, the customer is required to perform the actual task of providing a copy of the database or performing data extraction in ASCII (with guidance and assistance from ProPhoenix), delimited format or in SQL format.

Our Conversion Manager will work closely with your designated personnel. We will install a temporary conversion database that will be utilized until the data conversion process is complete. We will use the copy of your database to conduct the preliminary field mapping and conversion to be review by your staff. Following Go Live on Phoenix software, we will require a final copy of the source database(s), perform the conversion, allow some time for your staff to review and then insert the data into the Live database. The assigned ProPhoenix Project Manager will work closely with your team and our conversion team to make sure the project stays on track and deadlines are met for this and all aspects of the implementation.

A separate, temporary Conversion database is created. All converted data must be reviewed and certified by a member of the Agency team most familiar with the current department records. Once certified and inserted into the Production database, changes will not be possible. Timely responses (within 10 days of requests) is necessary to keep the conversion timeline and process on track. Delays will affect project timelines.

Most of the data conversion occurs following Go Live and once the Agencies have stopped using their current software. However, in order to prepare for Go Live and a smooth migration from one system to another, three parts will be converted and available in the Phoenix system before transition.

All history associated to the above conversions and remaining information such as incidents, arrests, etc. would be completed once the current software is no longer being updated and the data is copied and presented to ProPhoenix to complete the final conversion.

## Data Conversion - Sunguard OSSI

Data Conversion is one of the most significant elements for a successful migration from one public safety system to another. Differences in data base design, structure, layouts, nomenclature, codes, tables, etc., as well as the legal ramifications of one vendor touching another vendor's system, makes it a daunting task to execute and manage. Thus, a very close working relationship with the client is necessary in order to ensure the task of Data Conversion is successful. Client and Vendor collaboration is essential to identify that all meaningful data is converted or made available to protect years of valuable historical information. The identification of what key and critical data is "meaningful", and what can and should be converted, as well as what alternative retrieval strategies might be used, such as some data being stored as attached documents, is a work process we are prepared to undertake with your assistance. Unless otherwise specified, data conversion consists of:

- **Name Module:** Jacket, Non-Jacket, Alias, Address, Flags, Associates, Family Info, Employee/School, Gang, Name Activity, Pictures, Comments, Attachments, and Gun Permits.
- **Incident Module:** Call Detail, Case Detail, Unit History, CAD Comments, Vehicles, Names, Attachments, Call Summary, and Report Narratives (only the actual existing narratives).
- **Arrest Module:** Arrest Data, Charge Info, Mugshots, Arrest Comments, Vehicles, and Attachments.
- **Property Module:** Location, Vehicles, Status, Property Room Data, Attachments, and Property History.
- **Citation Module:** Violation Data, Vehicle Info, Attachments and Comments.
- **Crash Module Optional:** If included in proposal, conversion includes Crash Data, Vehicle, Violation and Driver Info., and Narrative.

In order to support this effort, the customer is required to perform the actual task of providing a copy of the database or performing data extraction in ASCII (with guidance and assistance from ProPhoenix), delimited format or in SQL format.

Our Conversion Manager will work closely with your designated personnel. We will install a temporary conversion database that will be utilized until the data conversion process is complete. We will use the copy of your database to conduct the preliminary field mapping and conversion to be review by your staff. Following Go Live on Phoenix software, we will require a final copy of the source database(s), perform the conversion, allow some time for your staff to review and then insert the data into the Live database. The assigned ProPhoenix Project Manager will work closely with your team and our conversion team to make sure the project stays on track and deadlines are met for this and all aspects of the implementation.

A separate, temporary Conversion database is created. All converted data must be reviewed and certified by a member of the Agency team most familiar with the current department records. Once certified and inserted into the Production database, changes will not be possible. Timely responses (within 10 days of requests) is necessary to keep the conversion timeline and process on track. Delays will affect project timelines.

Most of the data conversion occurs following Go Live and once the Agencies have stopped using their current software. However, in order to prepare for Go Live and a smooth migration from one system to another, three parts will be converted and available in the Phoenix system before transition.

All history associated to the above conversions and remaining information such as incidents, arrests, etc. would be completed once the current software is no longer being updated and the data is copied and presented to ProPhoenix to complete the final conversion.



## Data Conversion - Corrections Management

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Customer is responsible to provide the data in ASCII data or in SQL along with its data layout, if requested. ProPhoenix will work with the Customer and attempt to convert as much of the meaningful data listed as possible. Only data that can be brought over to the existing Phoenix modules can be converted. Customer must validate the data for accuracy. ProPhoenix not responsible for this validation. Activity Name: Name Mapping Name Master, Address, Phone, Physical Name Conversion testing Booking Details Mapping SPN#, Booking Details, Booking Conversion Testing Booking Charge Mapping

## Training

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### Training - On-Site Train the Trainer

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Onsite training consists of:

- 8 hour day including setup and QA period. - typically using a train-the-trainer approach
- Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- On any topic the customer chooses based on training agendas developed by ProPhoenix
- Primary focus of Training for new implementations will focus on Core Modules needed for go-live
- Recommended agendas are established for project implementation and train-the-trainer sessions
- Specialized Training for specific topics such Alarms Billing, Evidence Management, Document Management, Fleet Management, etc.
- Advanced training is for users that are responsible for managing the system and users
- Onsite Support is treated the same as training and is design the new customer get through the initial go-live and field questions as they come up
- Post Go-Live training is used to review areas that the customer is having some doubts and to provide training on specialized modules
- Per Diem and Travel expenses billed to customer unless otherwise specified in the agreement
- Provided training is to be held between 8AM and 5PM Monday thru Friday (later hours may be available at additional cost)

### Training - Off-Site On-Line (WEB and/or Telephone)

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The price is \$125 per hour and there is a one hour minimum for on-line training. The time be rounded up to the next half hour. Example: 1 hour and 47 minutes is rounded up to 2 hrs.

There is no limit to the number of students, but care must be used by customer to arrange effective class sizes taking into account the size of the screen for the on-site viewing.

### Training - On-Site Go Live

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Onsite training consists of:

- 8 hour day including setup and QA period. - typically using a train-the-trainer approach
- Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- On any topic the customer chooses based on training agendas developed by ProPhoenix
- Primary focus of Training for new implementations will focus on Core Modules needed for go-live
- Recommended agendas are established for project implementation and train-the-trainer sessions
- Specialized Training for specific topics such Alarms Billing, Evidence Management, Document Management, Fleet Management, etc.
- Advanced training is for users that are responsible for managing the system and users
- Onsite Support is treated the same as training and is design the new customer get through the initial go-live and field questions as they come up
- Post Go-Live training is used to review areas that the customer is having some doubts and to provide training on specialized modules
- Per Diem and Travel expenses billed to customer unless otherwise specified in the agreement.

### Training - On-Site Post Go Live

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Onsite training consists of:

- 8 hour day including setup and QA period. - typically using a train-the-trainer approach
- Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- On any topic the customer chooses based on training agendas developed by ProPhoenix
- Primary focus of Training for new implementations will focus on Core Modules needed for go-live
- Recommended agendas are established for project implementation and train-the-trainer sessions
- Specialized Training for specific topics such Alarms Billing, Evidence Management, Document Management, Fleet Management, etc.
- Advanced training is for users that are responsible for managing the system and users
- Onsite Support is treated the same as training and is design the new customer get through the initial go-live and field questions as they come up
- Post Go-Live training is used to review areas that the customer is having some doubts and to provide training on specialized modules
- Per Diem and Travel expenses billed to customer unless otherwise specified in the agreement.



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## Training - Pre Go Live Refresher and Overview

Prior to Go-Live Refresher training and Go Live Prep is provided to ensure a smooth transition.

## Training - 6 Month Refresher Training

If travel expenses are not specifically listed as included in this proposal, they will be additional and the responsibility of the customer.

## Training - Annual Administrator Training

High level off site administrator training and updates. Training held at a Company location.

## Training - On-Site Specialized Training Administrators

On-Site Specialized Advanced Training. If travel expenses are not listed as included in this proposal they will be additional and the responsibility of the customer.

## Training - On-Site Specialized Training CAD

On-Site Specialized Advanced CAD Training. If travel expenses are not listed as included in this proposal they will be additional and the responsibility of the customer.

## Training - On-Site Specialized Training Internal Affairs

Overview of the Internal Affairs module and specialized training and set up for authorized staff

## Training - On-Site System Administrator Training

Onsite training consists of:

- 8 hour day including setup and QA period. - typically using a train-the-trainer approach
- Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- On any topic the customer chooses based on training agendas developed by ProPhoenix
- Primary focus of Training for new implementations will focus on Core Modules needed for go-live
- Recommended agendas are established for project implementation and train-the-trainer sessions
- Specialized Training for specific topics such Alarms Billing, Evidence Management, Document Management, Fleet Management, etc.
- Advanced training is for users that are responsible for managing the system and users
- Onsite Support is treated the same as training and is design the new customer get through the initial go-live and field questions as they come up
- Post Go-Live training is used to review areas that the customer is having some doubts and to provide training on specialized modules
- Per Diem and Travel expenses billed to customer unless otherwise specified in the agreement.

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## Training - On-Site Specialized Training Records Division

Specialized Records Division Training

## Training - Phoenix DB and Crystal Rpt Dev (On-Site)

Maximum 10 students per class. Duration of the class is expected to be 4 days depending on class size. Students must have prior knowledge of Crystal Reports XI. All information to create custom reports in Phoenix will be provided. Electronic Database layout will be provided. Class will cover Phoenix database structure and the relationship. A basic database knowledge is required to attend this class. Crystal Report training is not provided. It is necessary that attendee has Crystal Report XI or higher knowledge and that knowledge will be used to explain how it applies to the Phoenix data base. This training takes place in customer State at customer provided site. Students must have individual PC's and access to Phoenix Software. Travel costs not included unless otherwise stated in this proposal.

## Training - On-Site

Unless otherwise stated, On-site training will require travel costs that are the responsibility of the customer and will be billed upon completion.

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## Training - CMS On-Site Train the Trainer

If travel expenses are not specifically listed as included in this proposal, they will be additional and the responsibility of the customer.

## Training - On-Site Specialized Training Power BI Dashboards

Onsite training consists of:

- 8 hour day including setup and QA period. - typically using a train-the-trainer approach





- Customer Provides the training location, workstations and projection equipment for students and instructor
- Up to 12 students maximum
- Primary focus of Training for use of, configuration and assignments of Power BI Dashboards
- Per Diem and Travel expenses billed to customer unless otherwise specified in the agreement.

## Project Management

### Project Management and Professional Services

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ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinctive project phases.

1. Initiation: Establish initial communication with the customer, set up internal systems, on-site analysis and initiation of the planning stage.
2. Planning: Conduct site visit if applicable, finalize project plan, and prepare internal team.
3. Implementation: Manage and coordinate with installation team to Install and configure software, conduct system administration training (if contracted), and execute a sample data conversion (if contracted)
4. User Training: If any training days purchased, manage train the trainer training, assist end user training, and prepare to go live.
5. Go-Live: Go live, conduct post go-live training, and perform data conversion (if contracted).
6. Closing: Conduct final review and project close-out. At completion, transfer project management to technical support staff.

## 3rd Party Software

### Google Map Subscription

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Customer must open access to Google Map service from the server and all clients. Google cost is the total number of vehicles assigned to the Police and/or Fire fleet. CAD client and/or RMS access to Google Map is covered under this umbrella at no additional charge.

Google License Fee is an annual fee. First fee will be invoiced and subsequent year's license fees will be billed with the annual support.

Google no longer supports IE9 and users must upgrade to IE10 or higher to properly display Google Mapping.

Google map subscription is accessed via the internet and may affect data usage. Check with your provider to see if Google Map data consumption may increase data plan costs.

## SOFTWARE LICENSE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE AND SUPPORT AGREEMENT (“Agreement”) is entered into this \_\_\_\_ of -----, 2023 by and between Chenosa Systems Corporation, a New Jersey corporation doing business as “ProPhoenix,” with its principal place of business at 502 Pleasant Valley Avenue, Moorestown, NJ 08057 (“ProPhoenix”), and the City of New Haven, CT, a municipal corporation with its principal place of business at 103 Church Street New Haven, CT 06510 (“Licensee”).

In consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that ProPhoenix will provide, and Licensee will accept, the software and services described in the proposal described below and attached to this Agreement as Appendix A (the “Proposal”), in exchange for the fees set forth in the Proposal and pursuant to the terms and conditions set forth in this Agreement.

### THE PROPOSAL INCORPORATED INTO THIS AGREEMENT IS:

**Title: New Haven Public Safety Management System Software 12-26-22 (Appendix A)**

**Proposal #: 22-289    Date: December 26, 2022    Number of licensed Sites: 1**

### ADDITIONAL TERMS AND LICENSE RESTRICTIONS:

The Customer will assist in and beta test any New Core Product Global Enhancements at ProPhoenix’s request. In exchange, ProPhoenix will provide New Core Product Global Enhancements at no additional cost to the Customer, except for any implementation services and recurring normal annual support and maintenance for the tested product. Interface development or Agency-Specific development requests may be excluded from this agreement if not mutually agreed upon prior to the start of development or beta testing. New Core Product Global Enhancements are defined as enhancements implemented into the core product that benefit all ProPhoenix Users.

### PAYMENT TERMS:

Payment Milestones	Payment	When Invoiced
<b>1. AWS Hosting Fee with Disaster Recovery</b>	\$ 36,000.00	Beginning of Initiation Phase
<b>2. Project Initiation</b>	\$ 885,000.00	Completion of Initiation Phase
<b>3. Project Planning</b>	\$ 460,000.00	Planning Stage Phase 1 Completed
<b>4. Implementation Phase</b>	\$ 350,000.00	Implementation Stage Phase I
<b>5. Implementation Phase</b>	\$ 150,000.00	Implementation Phase Completed
<b>6. Go Live Ready</b>	\$ 98,320.00	Go Live Ready Phase Completed
<b>Total Milestone 2-6 = Software and Services</b>	\$ 1,943,320.00	
<b>Total Project Costs with 1<sup>st</sup> Year AWS Fee</b>	\$ 1,979,320.00	

**Subsequent Year Software and Support Fees begin (1) one year from date shown below**

<b>Support Year</b>	<b>Annual Support Fee</b>	<b>AWS DR Hosting Fee</b>	<b>When Invoiced</b>
Year 1	\$ 302,468.10	Included in Milestone 1	Support Fee Waived
Year 2	\$ 317,591.51	\$ 36,000.00*	1 <sup>st</sup> Anniversary of Software Installation
Year 3	\$ 333,471.09	\$ 36,000.00*	2 <sup>nd</sup> Anniversary
Year 4	\$ 350,144.64	\$ 36,000.00*	3 <sup>rd</sup> Anniversary
Year 5	\$ 367,651.87	\$ 36,000.00*	4 <sup>th</sup> Anniversary
Year 6	\$ 386,034.46	\$ 36,000.00*	5 <sup>th</sup> Anniversary
Each year thereafter	Limited to 5% maximum increase over prior year's total.	Renews annually *cost may adjust annually based on AWS fee changes, as provided in "Fees and Invoices" below	

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The parties agree to the terms and conditions of this Software License and Support Agreement as of the date set forth above.

**PROPHOENIX CORPORATION:**

**CUSTOMER:**

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

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

Name: Jeffrey Reit

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

Title: Executive Vice President

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

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

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

Delivery Address, if different from above:

\_\_\_\_\_  
\_\_\_\_\_

# TERMS AND CONDITIONS

## PART I. SOFTWARE LICENSE TERMS

*Capitalized terms (shown in bold at their first use in this Agreement) are defined in Section 14.*

### 1.0 LICENSE AND SOFTWARE USE

1.1 ProPhoenix grants Licensee a non-exclusive license to install and use the **Software** in object code form only and to use the **Documentation**, as described in this Section 1. The Software is being licensed, not sold, to Licensee by ProPhoenix for use only under the terms of this Agreement, and ProPhoenix reserves all rights not expressly granted to Licensee.

1.2 Licensee may:

- A. Install the Software on a single **Server** (or any additional number specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), using only one (1) production database and/or unlimited training databases (unless otherwise specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), to process information internally for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.
- B. Use the Software subject to the limitations on the number and type of **Concurrent Users** specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.
- C. Make one (1) backup copy of the Software to protect against malfunction or damage to Licensee's computer systems or the media on which the Software is stored.
- D. Physically duplicate the Documentation for archival purposes and for individuals employed by Licensee who are directly responsible for the daily ongoing operation of the Software.
- E. Make an appropriate number of copies of the Software and Documentation for internal training and testing purposes.
- F. Permit Licensee's employees and agents to use the Software and Documentation on Licensee's behalf if they agree in writing to comply with the terms and conditions of Sections 1 and 11 of this Agreement or substantially similar terms; Licensee will remain responsible for the compliance with these terms by third parties using the Software or Documentation with Licensee's permission.

If Licensee desire to use any Software or Documentation for purposes that exceed the restrictions set forth in this Agreement, then an additional license will be required.

1.3 Licensee may not:

- A. Use the Software for any purpose other than for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.
- B. License, sell, rent, lend, sublicense or lease the Software

- or Documentation to, or permit the use of the Software by or for the primary benefit of, any third party.
- C. Modify or attempt to modify the Software or any part of it.
- D. Reverse engineer, decompile or disassemble the Software (or attempt to do so) under any circumstances.
- E. Copy any part of the Software or Documentation unless this Agreement permits it.
- F. Merge, associate or combine, or attempt to merge, associate or combine, the Software with or into any third party software other than the **Third Party Software**.
- G. Remove or destroy any proprietary markings or legends, including copyright and trademark notices, appearing on or contained within any Software or Documentation.
- H. Export or re-export the Software and/or associated documentation in violation of the United States export rules and regulations.

1.4 The Software, documentation and any other materials accompanying this Agreement may be provided by ProPhoenix, at its option, on disk, in read only memory, via an FTP website download, or on any other media or in any other form

1.5 ProPhoenix and its **Third-Party Software Providers** (if any) retain all right, title and interest in the Software and Documentation (including copies made by Licensee), except for those rights expressly granted to Licensee under this Agreement. Licensee acknowledge that ProPhoenix, its Third-Party Software Providers (if any), and their successors and assigns own all proprietary rights in the Software and Documentation, including copyrights and valuable trade secrets.

1.6 The Third-Party Software Providers are beneficiaries of this Agreement and may enforce this Agreement to protect their rights in the Third-Party Software. Licensee acknowledges the right of the Third Party Software Providers in their respective software and related data and materials, including, but not limited to, trademarks and copyrights. Each party to this Agreement expressly indemnifies and holds the other party harmless against all claims, suits and damages by Third Party Software providers arising out of or caused by that party's breach of such Third Party Software license agreements.

1.7 If requested by ProPhoenix, Licensee will submit an annual certification, signed by an officer or authorized representative, specifying the number of users and number and location of all copies of the Software that Licensee has. ProPhoenix may also, once annually, upon reasonable notice and during regular business hours, audit compliance with the license restrictions; to that end, Licensee shall permit ProPhoenix to inspect Licensee's computer system on which Licensee is operating the Software upon forty-eight (48) hours' prior written notice to Licensee.

2.0 **SERVICES.** Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services, unless either (a) those services are described in the Proposal or (b) Licensee has agreed in writing to purchase those professional services from ProPhoenix pursuant to a separate agreement, at ProPhoenix's standard rates in effect at the time. If on-site services (or training

anywhere other than at a ProPhoenix facility) are requested, Customer will also reimburse ProPhoenix for its reasonable travel expenses.

## **PART II. SUPPORT AND MAINTENANCE TERMS**

### **3.0 SOFTWARE SUPPORT**

3.1 During the term of any Software Support period in effect, ProPhoenix will provide Licensee with the following Software Support:

- A. **Enhancements** and related documentation made generally available at no additional charge to all licensees of ProPhoenix who have purchased support and maintenance. Nothing herein shall be construed as requiring ProPhoenix to provide Enhancements that are generally not available to other clients of ProPhoenix. Any product that is designated by ProPhoenix as a new product will not be included in Software Support. Where ProPhoenix makes a new product available, Licensee may obtain such product from ProPhoenix pursuant to its regular purchasing practices.
- B. Telephone, online and e-mail consultation services, for up to one **Support Environment** including problem solving, bug reporting, documentation clarification and technical guidance for the Software. Telephone and e-mail consultations will be available during the hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, exclusive of ProPhoenix holidays, and pager support for **Critical Errors** will be available at all other times.
- C. Online support options are available on a 24 hours-a-day, 7 days-a-week basis through the Internet at <http://support.prophoenix.com>. The information available at this website will, at ProPhoenix's option, include, timesaving technical tips, online support, a download library of Enhancements, and Documentation associated with the Software. ProPhoenix will endeavor to post its latest technical notes on this website.

3.2 ProPhoenix will use best efforts to respond to Licensee within two (2) hours after contact by Licensee's authorized personnel for any **Critical Errors**, within two (2) business hours for any **High Errors** and within two to three (2-3) business days for all other issues. ProPhoenix will expend commercially reasonable efforts to provide an **Error Correction** designed to solve or bypass a reported **Error**. ProPhoenix will reasonably determine the priority level of Errors and use the following protocol for **Critical or High Errors**: (1) promptly assign specialists to correct the Error on an expedited basis; (2) provide ongoing communication on the status of an Error Correction; and (3) commence efforts to provide a temporary workaround or fix.

3.3 Requests for non-critical support outside normal support hours may be made by leaving a voicemail on the ProPhoenix support number, or by sending an email, fax or online request to ProPhoenix. ProPhoenix will use commercially reasonable efforts to respond to requests for Software Support outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice, email, fax or online request. After hour support for non-critical issues is provided for an additional cost calculated at ProPhoenix's then-current hourly rate (presently \$125 per hour), per support issue.

3.4 Software Support will be provided remotely via an online connection. Software Support, including all diagnostic and remedial assistance at Licensee's facilities or other remote locations is not included within the Software Support provided

hereunder. Such diagnostic and remedial assistance at Licensee's facilities or other remote locations may be obtained by Licensee by purchasing separate consulting services from ProPhoenix at ProPhoenix's then-existing rates, plus expenses.

### **4.0 TERMS OF PERFORMANCE OF SOFTWARE SUPPORT SERVICES**

4.1 ProPhoenix will be obligated to perform Software Support for the Software only if it remains unmodified, or modified only by ProPhoenix or its agents. Support does not include (i) any work related to providing consultation about or ensuring Software compatibility with application servers, platforms, network configurations, customizations (unless additional Support for customized versions is purchased), web browsers, databases other than those with which the Software is then currently developed to work, or versions of any of the foregoing, (ii) database performance tuning, (iii) Licensee-specific application usage assistance, or (iv) hardware maintenance.

4.2 ProPhoenix will not provide Software Support with respect to problems with the Software or other Product which results from any negligent conduct or misuse by Licensee, its employees or agents, or any other third party, including without limitation, (1) damages caused by accidents, relocation or other movement; (2) neglect; (3) a failure to maintain proper environmental conditions; or (4) a failure to use the Software in accordance with the applicable Documentation.

4.3 Licensee will be responsible for the following:

- A. Installing the Software as well as any Enhancements to the Software, unless Licensee has retained ProPhoenix to complete the installation. Where Licensee installs any software or performs any installation activities, it must confirm the compatibility of such software prior to installation, and Licensee always remains responsible for setting up and configuring its secure connections among hardware and software components, at its own expense, to satisfy Licensee's particular security requirements.
- B. Keeping its hardware and network in proper working order and running the latest releases of all Third Party Software and other operating software.
- C. Maintaining trained designated representatives with a working knowledge of Licensee's programs and system hardware;
- D. Promptly notifying ProPhoenix of suspected Errors or needs for service, and upon request, providing to ProPhoenix written documentation with respect to any such Errors. In order to maintain its right to obtain Software Support, including remote troubleshooting and other diagnostic and repair functions, Licensee must provide ProPhoenix with access (via secure Internet connection) to servers running the Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this Agreement. Licensee will communicate with ProPhoenix with respect to the Software Support only through its designated representative.
- E. All maintenance and support of any network linked to the CPU containing the Software.
- F. If license is for multi-jurisdictional use, the Licensee is responsible to provide the initial first line support and enter each electronic CRM work request for all participating agencies in the multi- jurisdictional installation.

4.4 If Software Support is terminated, then (a) support of all types, including but not limited to Enhancements, operational support and telephone or email support will only be available on a non-priority basis at ProPhoenix's time and material rates as then in effect, and (b) ProPhoenix reserves the right to enter into a new Software Support agreement with Licensee only on renegotiated terms. In the event that Licensee terminates its Software Support, and Licensee thereafter wishes to reinstate those Software Support (and ProPhoenix agrees to such reinstatement), in addition to the then-existing rate for Software Support, ProPhoenix may require Licensee to pay a Reinstatement Fee equal to thirty five percent (35%) of such then-existing rate.

4.5 In the event that Licensee has (i) elected to discontinue Support services or (ii) breached Licensee's payment obligations under this Agreement or any other agreement between the parties, ProPhoenix may elect to withhold Software Support, and this action by ProPhoenix would not constitute a breach of this Agreement or a waiver of Licensee's breach.

4.6 A version of the Software will be deemed obsolete one hundred twenty (120) days following receipt by Licensee of a new Enhancement superseding the prior version of the Software. ProPhoenix will not support obsolete versions of the Software, provided, however, that if installation of the new version requires Licensee to pay a new purchase price, Licensee may choose not to purchase the new version and shall receive support through the end of the current Software Support period. In no event, however, shall ProPhoenix be required to support an obsolete version of the Software for more than twelve (12) months from the date of release of an Enhancement superseding the prior version of the Software.

4.7 ProPhoenix relies on its electronic CRM system that Licensee is required to use. ProPhoenix shall keep an accurate event log in the CRM electronic supporting system showing every CRM reported incident of trouble, every action taken by ProPhoenix personnel with respect to each such incident, as well every report of trouble by customer to the ProPhoenix CRM, including time and resolution. Licensee may at any time during a Software Support period access and view the CRM for complete information relating to the foregoing.

If Licensee does not use the ProPhoenix CRM, Licensee shall keep an accurate event log for any support requests not submitted via the ProPhoenix CRM electronic supporting system showing every incident of trouble, every action taken by Licensee's personnel with respect to each such incident, as well as every report of trouble by Licensee to ProPhoenix, including time of fix and/or resolution. Upon request by ProPhoenix, Licensee shall provide a report to ProPhoenix relating to the foregoing.

4.8 No action by ProPhoenix in the performance of Software Support shall be deemed to expand the scope of Software Support as defined herein.

4.9 Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services. See Section 2.0 of this Agreement. Ongoing or follow up training is not considered Support or Maintenance. Additional training will be provided and invoiced at the standard rates in effect at the time.

### **PART III. PAYMENT AND OTHER GENERAL TERMS**

#### **5.0 FEES AND INVOICES**

5.1 The payments set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto are due within thirty (30) days of an accomplished milestone. Unless the Software is found defective in a live production environment with a critical issue causing the Software to be down or preventing Customer from performing critical functions of the Software necessary to Customer's operations, after an uncured event of default under section 7.2 of this Agreement, Licensee shall be responsible for the payment of all installation charges, as set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, as well as all incidental expenses associated with such installation, including travel and materials. If Licensee makes an advance payment for installation or configuration of the Software, training, on-site services or other professional services pursuant to the Proposal, that amount will be credited to fees for such services (and not Software license or maintenance fees) and will become non-refundable if Licensee does not permit ProPhoenix to commence performance of the services within one (1) year of the payment.

5.2 The license fee for additional Sites or Concurrent Users will be billed at the then current rate, unless a different rate is contained in this Agreement. Licensee must notify ProPhoenix no later than thirty (30) days after the number of Sites or Concurrent Users exceeds the contracted number. The license fee for additional Sites and Concurrent Users added will be due and payable within 30 days after the number of Concurrent Users exceeds the contracted number.

5.3 All invoices are due and payable in US dollars upon receipt. Late payment charges will be imposed at the rate of 1.5% per month, including any fees overdue for an increase in the number of Concurrent Users.

5.4 Software Support for any Software Support periods that Licensee agrees to purchase after the initial 12-month Software Support period (to the extent set forth in the Proposal, on the initial pages of this Agreement or in an exhibit, amendment or schedule hereto) will be invoiced annually and will be paid in full upon Licensee's receipt of invoice.

5.5 Software Support Fees for any additional Site or Concurrent Users will be subject to negotiation and will be prorated for any partial year from the date on which the number of Sites or Concurrent Users exceeded the contracted number.

5.6 All fees and charges listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto do not include sales, use, value-added and similar taxes, which are Licensee's responsibility. In addition, the costs of Third Party Software may increase outside the control of ProPhoenix; if this occurs, ProPhoenix will invoice Customer for such increase. Without limiting the foregoing, Licensee shall promptly pay to ProPhoenix an amount equal to any such items actually paid or required to be collected or paid by ProPhoenix.

#### **6.0 TERM**

Software Support may be terminated by either party after a 12-month Software Support period by providing at least 90 days written notice before the end of the period. If not terminated, Parts II and III of this Agreement will continue in effect for 12 additional months, and Licensee will be obligated to pay the fee specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, or if none is specified, ProPhoenix's then-current annual Software Support fee.

#### **7.0 TERMINATION**

7.1 This Agreement may be terminated as set forth in this Section 7 (or Section 9 below).

7.2 If either party defaults in the performance of any material obligations under this Agreement, and such default is not corrected within forty-five (45) business days after receipt of detailed and specific written notification of the default from the non-defaulting party, then the non-defaulting party may terminate this Agreement (or, if applicable, individual Software license(s)) immediately upon delivery of the written notice of termination to the defaulting party.

The following, without limitation, shall constitute material events of default under this Section 7.2:

- A. any failure by Licensee to make payment in full when due;
- B. any failure by ProPhoenix to provide any products or services to Licensee which it is required to provide pursuant to the terms of this or any associated agreement between these parties; or
- C. any attempted assignment, sublicense or transfer of this Agreement by Licensee without the prior written consent of ProPhoenix.

7.3 ProPhoenix may terminate this Agreement and any license granted under Part I immediately if Licensee materially violate Section 1 or 11 of this Agreement.

7.4 This Agreement and license granted under Part I shall terminate, immediately and without notice, if Licensee: (a) files in any court pursuant to any statute of the United States or any individual state, a petition in insolvency or for the appointment of a receiver or trustee of Licensee or of Licensee's assets; (b) proposes a written agreement for the composition or extension of Licensee's debts; (c) is served with an involuntary petition against Licensee, filed in any insolvency proceeding, and such petition shall not be dismissed within 60 days after the filing thereof; (d) proposes or becomes a party to any dissolution or liquidation; or (e) makes an assignment for the benefit of creditors.

7.5 Within one month after the date of termination of this Agreement and/or license granted under Part I, Licensee will return to ProPhoenix or destroy (at ProPhoenix's option) the original and all copies, in whole or in part as then remaining, in any form, of all Software, Documentation and other **Confidential Information** that are the subject of such termination, and an officer of Licensee will certify to the foregoing in writing delivered to ProPhoenix.

7.6 Licensee will pay all charges required under this Agreement incurred prior to the date of termination.

## 8.0 ASSIGNMENT

8.1 Without the prior written consent of ProPhoenix, Licensee's rights to any Software and Documentation under this Agreement may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, by Licensee.

8.2 ProPhoenix may assign its rights to receive payment under this Agreement, or grant a security interest in this Agreement or such payment right to any third party without Licensee's consent. Otherwise, without Licensee's prior written consent, ProPhoenix's obligations under this Agreement may not be assigned or otherwise transferred, voluntarily or otherwise, except in connection with the sale of its business by merger, stock

sale or transfer of a substantial portion of its assets.

## 9.0 WARRANTY AND INDEMNITY

9.1 ProPhoenix warrants that the Software will operate in substantial conformity with the Documentation for ninety (90) days after the date of Delivery of the relevant Software to Licensee. Licensee's exclusive remedy and ProPhoenix's sole liability under this warranty will be for ProPhoenix to attempt through reasonable efforts to correct any material failure of any such copies of the Software to perform as warranted, if such failure is reported to ProPhoenix within the warranty period and Licensee, at ProPhoenix's request, will make reasonable efforts to provide ProPhoenix with sufficient information (which may include access to such copies of the Software on Licensee's computer system by ProPhoenix personnel) to reproduce the defect in question. This warranty does not apply to the Software or any Third Party Software that has been altered or modified in any way by Licensee or someone other than ProPhoenix or its authorized agents.

9.2 ProPhoenix warrants that the Software, when used within the scope of this Agreement, does not infringe any United States patent, copyright or trade secret. ProPhoenix will defend at its expense any action brought against Licensee to the extent based on a claim that the Software, when used within the scope of this Agreement, infringes a U.S. patent, copyright or trade secret. ProPhoenix will pay any costs and damages finally awarded against Licensee in such action that are attributable to such claim, provided that Licensee promptly notifies ProPhoenix in writing of the claim, allows ProPhoenix to control the defense, provides ProPhoenix with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without ProPhoenix's prior written consent. Should the Software become, or in ProPhoenix's opinion be likely to become, the subject of any claim of infringement, ProPhoenix may at its option (i) procure for Licensee the right to continue using the Software, (ii) replace or modify the Software so as to make it non-infringing, or, if (i) and (ii) are not commercially reasonable, (iii) terminate the license granted hereunder and refund the remainder of the amounts paid for such license, using straight-line depreciation based on a five (5)-year useful life. ProPhoenix will have no liability for any claim of infringement based upon (i) use of other than the latest unmodified release of the Software available to Licensee if such infringement would have been avoided by the use of such release, (ii) use or combination of the Software with other programs or data if such infringement would not have occurred without such use or combination, or (iii) use of the Software after receiving notice from a third party, or having reason to believe, that the Software infringes a patent, copyright or trade secret right of a third party unless prompt written notice thereof is given to ProPhoenix. The foregoing states the exclusive remedy of Licensee and ProPhoenix's entire liability with respect to infringement of patents, copyrights, trade secrets or other proprietary rights.

## 10.0 LIMITATIONS

10.1 OTHER THAN THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, PROPHOENIX NEITHER MAKES NOR GRANTS ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED. PROPHOENIX EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS, INCLUDING SPECIFICALLY ANY AND ALL IMPLIED WARRANTIES, REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. PROPHOENIX DOES NOT WARRANT THAT THE OPERATION

OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

**10.2** EXCEPT FOR ANY MATERIAL VIOLATION OF SECTION 9.2 OR SECTION 11, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGE OR LOSS IN ANY WAY CONNECTED WITH THE SOFTWARE, THIS AGREEMENT, SOFTWARE SUPPORT OR ANY OTHER MATERIAL, INFORMATION OR SERVICES FURNISHED BY PROPHOENIX HEREUNDER, WHETHER OR NOT CAUSED BY PROPHOENIX'S BREACH OF WARRANTY, NEGLIGENCE OR ANY BREACH OF ANY OTHER DUTY, SHALL BE, AT PROPHOENIX'S OPTION, REPLACEMENT OF THE SOFTWARE, DOCUMENTATION OR ENHANCEMENTS, REPERFORMANCE OF THE SOFTWARE SUPPORT OR SERVICES, OR RETURN OR CREDIT OF THE APPROPRIATE PORTION OF ANY AMOUNTS RECEIVED BY PROPHOENIX FROM LICENSEE. IN NO EVENT SHALL PROPHOENIX'S LIABILITY EXCEED THE AMOUNTS RECEIVED BY PROPHOENIX FOR THE SOFTWARE AND DOCUMENTATION OR FOR SOFTWARE SUPPORT OR OTHER SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING LICENSEE'S CLAIM FOR RECOVERY, EVEN IF PROPHOENIX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INSTANCES OF INTENTIONAL VIOLATION OF THE OTHER PARTY'S CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OR THE LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, OR ANY LIABILITY TO END-USERS OR TO THIRD PARTIES (EXCEPT AS SET FORTH IN SECTION 9.2), INCLUDING WITHOUT LIMITATION LOSS OF PROPERTY, PERSONAL INJURY OR LOSS OF LIFE. THE LIMITED WARRANTY AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PROPHOENIX AND LICENSEE. PROPHOENIX WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE LICENSEE. PROPHOENIX HAS NO LIABILITY TO LICENSEE UNDER THIS AGREEMENT FOR ANY CLAIM BASED UPON LICENSEE'S USE, COMBINATION OR OPERATION OF THE SOFTWARE WITH ANY SOFTWARE NOT SUPPLIED BY PROPHOENIX, OR BASED UPON ALTERATION OF SOFTWARE BY LICENSEE OR ANYONE OTHER THAN A PROPHOENIX-AUTHORIZED REPRESENTATIVE.

#### **11.0 CONFIDENTIALITY**

**11.1** Each party agrees to treat as confidential and not to disclose, publish, release, transfer or otherwise make available to third parties (except as provided in this Agreement or required by law) any information that the other designates as confidential or proprietary ("Confidential Information"). ProPhoenix's Confidential Information includes, without limitation, its technology, processes, specifications, developments and software programs (including the Software and Documentation), whether or not designated as Confidential Information. In addition, any Third Party Software shall be included as Confidential Information, whether or not designated as Confidential Information. This Section 11 does not negate or supersede the terms of any other confidentiality agreement between Licensee and ProPhoenix. Neither party may disclose

the financial terms of this Agreement to any third party other than its counsel or accountants or as required by law.

**11.2** Unless otherwise agreed in advance and in writing, in the event that Licensee or any employee or agent of Licensee suggests any improvements or modifications to the Software, Licensee acknowledges and agrees that, whether such improvements and/or modifications are implemented by ProPhoenix in whole or part, it assigns all right, title and interest, including all copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to ProPhoenix without payment or compensation of any kind, and that it will execute any reasonable documentation requested by ProPhoenix to memorialize such assignment. Licensee further acknowledges and agrees that any audio or visual recording or broadcast of ProPhoenix training sessions, for any purpose is prohibited without express written consent from ProPhoenix. To the extent permitted by law, Licensee agrees to take all reasonable precautions, including those that may be reasonably requested by ProPhoenix, to protect its Confidential Information.

**11.3** ProPhoenix agrees that all records and data entered into the database or imported from previously-used computer systems operated by Licensee are and shall remain the sole property of Licensee. Licensee shall not provide, and ProPhoenix shall not, without Licensee's written consent, copy or use such records except insofar as is necessary to carry out work on behalf of or for Licensee or as otherwise pursuant to this Agreement.

**11.4** Any use or attempted use of the Software or disclosure of Confidential Information in violation of the restrictions of this Section 11 is a material breach of this Agreement that will cause irreparable harm, entitling the violated party to injunctive relief in addition to all legal remedies. The obligations set forth in this Section 11 shall survive the termination of this Agreement for any reason for a period of two (2) years; provided, however, that such obligations shall not be deemed to survive only to the extent such information: (i) was a matter of public knowledge or available in published literature at the time ProPhoenix communicated this to Licensee; (ii) becomes a matter of public knowledge or available in published literature through no fault of Licensee subsequent to the time of communication thereof to Licensee; (iii) was in Licensee's possession free of any obligation of confidence at the time of the ProPhoenix communication thereof to Licensee; (iv) was rightfully communicated by a third party to Licensee free of any obligation of confidence subsequent to the time of the ProPhoenix communication thereof to Licensee; (v) was developed by officers, employees or agents of, or consultants to Licensee independently of and without reference to the Software or associated materials or documentation; or (vi) as otherwise required by law.

#### **12.0 GENERAL**

**12.1** This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any and all other prior understandings, statements, warranties, representations and agreements, oral or written, relating to them, except that the terms of any earlier nondisclosure or confidentiality agreement shall remain in full force and effect. Licensee is not relying on any representations about the Software or any future releases of the Software other than the Documentation, unless such representations are attached in writing to this Agreement. Any amendment to this Agreement must be in writing and signed by both parties. Printed or standard terms on any order form submitted by Licensee shall not apply if, and to the extent that, they are inconsistent with this Agreement. This Agreement may be executed in multiple



counterparts, which may be exchanged via electronic facsimile machines or electronic signature devices.

**12.2** This Agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut, excluding its principles relating to conflicts of laws.

**12.3** Except for actions initiated by either party to this Agreement for injunctive relief to enforce its rights pursuant to Section 11 above or, at the election of the party seeking collection, for the collection of any payments due in the normal course of business, any dispute or claim arising in connection with this Agreement will be adjudicated in the appropriate courts located in the State of Connecticut. It is the expressed desire of both parties, however, that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising under this Agreement, including without limitation, any dispute regarding the operation of the Software, or payments due hereunder, shall be expressed to the other party in a writing that describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth herein. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief. The existence of a dispute shall not, however, be cause for either party to avoid any obligation under this Agreement or any associated agreement, including without limitation, any payment or support obligation.

**12.4** Licensee will comply with, and at all times cooperate promptly with ProPhoenix to enable ProPhoenix to comply with, the provisions of the United States Export Administration Act, War Powers Act, or other law or Executive Order relating to control of exports or transfer of technology, and the regulations of the United States Departments of State, Commerce and Defense relating to them (in present form or as they may be amended in the future). In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country or on any such list.

**12.5.** Notices delivered under the terms of this Agreement will be in writing and sent by prepaid certified mail, return receipt requested, or by a nationally recognized overnight courier service to the respective addresses of the parties set forth in the recitals and signature page to this Agreement. In the case of ProPhoenix, such notices will be directed to the attention of the President; and, in Licensee's case, such notices will be directed to the attention of the individual named above executing this Agreement on Licensee's behalf. Notices will be effective on the date received.

**12.6** No term or provision of this Agreement will be deemed waived and no breach of this Agreement will be deemed consented to or excused, unless such waiver, consent or excuse will be expressed in writing and signed by the party claimed to have so waived, consented or excused such term or provision.

**12.7** The application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

**12.8** After expiration or termination of this Agreement, all provisions relating to payment shall survive until completion of required payments. In addition, all provisions regarding scope of the license granted in Part I, audit, indemnification, warranties, liability and limits thereon, assignment and confidentiality or protection of proprietary rights and trade secrets, shall survive indefinitely.

**12.9** No failure or omission by either party to carry out or observe any of the Terms or Conditions of this Agreement shall give rise to any claim against that party or be deemed to be a breach of this Agreement if such failure or omission arises, without limitation, due to act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either party.

**12.10 ELECTRONIC SOFTWARE DELIVERY.** With respect to all the Software licensed by Licensee hereunder, all Software updates delivered under ProPhoenix's Support obligations under this Agreement or any programs or modules licensed by Licensee in the future, ProPhoenix shall deliver such Software, Enhancements, programs or modules via electronic software delivery over a secure VPN connection established between ProPhoenix and Licensee ("ESD"). ProPhoenix shall use commercially reasonable efforts to secure all file transfers via ESD. Licensee acknowledge that, despite such efforts by ProPhoenix to effect a secure file transfer, including using a non-public server and transferring by appointment only, there remains some level of risk of invasive activity by unknown third parties.

### **13.0 SOURCE CODE ESCROW OPTION**

**13.1** If desired by Licensee, ProPhoenix will deposit the **Source Code** for the Software with a certified third party escrow agent. The certified third party escrow agent will be selected and paid by Licensee, subject to ProPhoenix's approval, where such approval will not be unreasonably withheld. Licensee will provide ProPhoenix with any documents necessary to establish the escrow agreement. The purpose of the source code escrow is to provide for retention, administration and controlled access and release of the deposit materials to Licensee under certain conditions listed below (the "Escrow Release Events"). The Escrow Release Events shall consist of the following:

- A. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to transact business; or
- B. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to provide support for the Software as required by this Agreement and does not offer to Licensee another software product to perform the same or similar functions as the Software.
- C. If ProPhoenix triggers any of the termination events described in Section 7.4.

**13.2.** In the event of a release of the Source Code to Licensee, Licensee shall have the limited right and license to use, copy and modify the Source Code solely for the purposes of maintenance and support of the software for Licensee's internal use only. Such license shall be non-exclusive and non-transferable. Licensee agrees that the Source Code delivered under this Section is subject to the confidentiality restrictions

recited elsewhere in this Agreement. Notwithstanding any terms to the contrary, Licensee may disclose the Source Code to consultants and agents for the sole purpose of supporting and maintaining the Software, provided such consultants and agents agree to be bound by the confidentiality restrictions which are applicable to Licensee hereunder.

**13.3.** In addition, ProPhoenix will, at Licensee's sole expense, deposit the Source Code with an escrow agent pursuant to an escrow agreement between ProPhoenix and escrow agent, a copy of which will be provided to Licensee at Licensee's request, and ProPhoenix shall maintain such escrow, and update the Source Code, for the period that Licensee purchases Software Support. The escrow agreement shall require release of the source code to Licensee solely upon the occurrence of the Escrow Release Events. Licensee will be responsible for the full expense associated with facilitating the Source Code deposit and establishing the escrow relationship. Licensee acknowledges that the Source Code is a valuable commodity that cannot be transported through mail delivery. Licensee may select a provider to facilitate secure delivery of the Source Code, subject to ProPhoenix's approval. Additionally, no later than Thirty (30) days after the execution of this Agreement, Licensee shall be added as a beneficiary to the escrow agreement. Licensee shall use its reasonable efforts to promptly provide the escrow agent with executed documents as may be required of Licensee pursuant to the escrow agreement. Licensee shall be responsible for payment of all annual fees related to the escrow agreement and Licensee shall be responsible for payment of the fees applicable to technical verification of the Source Code. ProPhoenix and Licensee desire the escrow agreement to be supplementary to this Agreement, pursuant to 11 U.S.C., § 365(n) (Bankruptcy; executory contracts and unexpired leases).

**14.0 DEFINITIONS.** For purposes of this Agreement, the following terms shall be defined as follows:

"CAD Client" means a single computer terminal at a licensed Site, which may be used by one Concurrent User at a time but may be used by several Concurrent Users at different times.

"Concurrent User" means any individual user using or having access to the Software at a single point in time.

"Confidential Information" is defined in Section 11.

"Critical Error" means an Error that causes the Software production system to go down or prevents Licensee from working in the Software.

"Delivery" occurs when ProPhoenix has first delivered the Software and Documentation on CD-ROM to a common carrier, by ESD (electronic delivery), or personally by an authorized employee or agent of ProPhoenix at Licensee's address set forth above.

"Designated Representatives" shall mean Licensee's employee who is trained and continues to keep updated with the ongoing product details in the Software and capable of providing support to their users.

"Documentation" means the user guide and technical guide related to the Software, any related support material specified in an exhibit, addendum or schedule, and the functionality described at the ProPhoenix website at [www.prophoenix.com](http://www.prophoenix.com), as may be modified from time to time by ProPhoenix as permitted by this

Agreement. Documentation may, at the option of ProPhoenix, be provided in paper or electronic form.

"Enhancements" are new releases and versions, error corrections, minor updates and modifications of the Software.

"Error" means a failure of the Software to conform to the specifications therefor as set forth in the Documentation resulting in the inability to use or a considerable restriction in use of the Software.

"Error Correction" means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee.

"Escrow Release Event" is defined in Section 13.

"High Error" means an Error which represents a failure of expected functionality that causes serious degradation to Licensee's use of the Software production system.

"Maintenance Release" means a subsequent version of the Software that includes Error Corrections and/or Enhancements.

"Server" means a single CPU or multi-core server (physical or virtual). A Server may be located at a different location than the Licensee's permitted Site.

"Site" means a single facility or other physical location at which Licensee's users operate the Software.

"Software" means the Phoenix–Law and Fire CAD, RMS and WDA software modules listed on the initial page(s) of this Agreement (or an exhibit, amendment or schedule hereto), as it may be upgraded, enhanced, and/or modified by ProPhoenix (unless such upgrade is accompanied by a separate license agreement, in which case the terms of that license agreement will govern the Software as upgraded), in machine-readable, object code form only. The Software includes any Third-Party Software products and related documentation listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.

"Source Code" means the human-readable version of the Software, comprised of a text listing of commands to be compiled or assembled into an executable computer program, along with any associated developers' notes.

"Support Environment" means up to two (2) Software instances (typically one production instance and one QA instance) at Licensee's site location.

"Third-Party Software" means software of companies other than ProPhoenix that ProPhoenix has licensed to Licensee under this Agreement.

"Third-Party Software Provider" means a company, other than ProPhoenix, that has licensed Third Party Software to ProPhoenix, which ProPhoenix sublicenses to Licensee under this Agreement.

**APPENDIX A**

**[ATTACH THE DEFINITIVE PROPOSAL]**

## CHECK LIST FOR ALDERMANIC SUBMISSIONS

X	Cover Letter
X	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the state you must write a Resolution)
X	Prior Notification Form
X	Fiscal Impact Statement - Should include comprehensive budget
X	Supporting Documentation (if applicable)
X	E-mailed Cover letter & Order

### IN ADDITION [IF A GRANT]:

	Notice of Intent
	Grant Summary
	Executive Summary (not longer than 5 pages without an explanation)

**Date Submitted:** February 28<sup>TH</sup>, 2023

**Meeting Submitted For:** March 20<sup>TH</sup>, 2023

**Regular or Suspension Agenda:** Regular

**Submitted By:** Gildemar Herrera, Information Tech Director, NHPS

**Title of Legislation:**

ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE BOARD OF EDUCATION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH THE STATE OF CONNECTICUT EDUCATION NETWORK TO PROVIDE INTERNET SERVICES IN THE AMOUNT \$1,552,500 BEFORE THE FEDERAL ERATE DISCOUNT OF NINETY PERCENT (90%) IS APPLIED

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**Comments:** Legistar File ID: LM-2023-0181

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**Coordinator's Signature:** \_\_\_\_\_

**Controller's Signature (if grant):** \_\_\_\_\_

**Mayor's Office Signature:** \_\_\_\_\_

Call (203) 946-7670 or email [bmONTALVO@newhavenct.gov](mailto:bmONTALVO@newhavenct.gov) with any questions.



NEW HAVEN PUBLIC SCHOOLS

March 16, 2023

Tyisha Walker-Meyers  
President, Board of Aldermen  
City of New Haven  
165 Church St, 2<sup>nd</sup> Fl  
New Haven, CT 06510

Re: Crown Castle International, Corp. – Multi Year Agreement for WAN infrastructure, solution and maintenance.

Dear. Ms. Walker-Meyers

The district respectfully submits the enclosed submission requesting the approval of the Board of Alders for the recently approved agreement between the New Haven Board of Education and Crown Castle International Corp., from July 1, 2023 to June 30, 2028. Due to submission being a multiyear agreement it is required we obtain the approval of the Board of Alders.

The full Board of Education has approved this agreement at its March Regular Meeting. The financial implications of the agreement presented as a multi-year will benefit the district as it allows the vendor to lock in long term pricing. Which will provide a savings of ~26% of the total of 5 years spanning from 2023-2028 for these services will save the district and city funds in the long run.

Thank you for your consideration of this multi-year agreement which provides stable WAN services to ~50 locations throughout the district. I look forward to the Alders' prompt approval of the Agreement.

Very Truly yours,

*Gilda Herrera*

Gilda Herrera  
Director of Information Technology

..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE BOARD OF EDUCATION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH THE STATE OF CONNECTICUT EDUCATION NETWORK TO PROVIDE INTERNET SERVICES IN THE AMOUNT \$1,552,500 BEFORE THE FEDERAL ERATE DISCOUNT OF NINETY PERCENT (90%) IS APPLIED

..body

WHEREAS, Section 2-376 (A) of the Code of General Ordinances, “Unless expressly authorized by law or by vote of the board of Alders, the city shall not be bound by any contract executed after one (1) year from the date thereof. The board of ALDER's prior approval is necessary for any city contract that does not go to bid that costs more than one hundred thousand dollars (\$100,000.00)”; and

WHEREAS, The Board of Education is seeking approval to enter into a five-year agreement with Crown Castle for internet services at 54 Meadow and 255 Blatchley Ave;and

WHEREAS, The total cost for the five year contract is \$1,552,500 before the federally funded E-Rate program is applied; and

WHEREAS, The total cost to the Board of Education is anticipated to be \$155,250 after the federally funded E-Rate program is applied.

NOW, THEREFORE, BE IT ORDERED by the New Haven Board of Alders that the Board of Education be authorized to enter into a five-year agreement with Crown Castle in a total amount of \$1,552,500 before the E-Rate, with a total cost of \$155,250 after the application of E-Rate is applied.

# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of):

ALL

WARD # ALL

DATE: **February 28<sup>TH</sup>, 2023**

FROM: Department/Office Information Technology, NHPS  
Person Gildemar Herrera, Director Telephone (475) 220-1000 main

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:

*Title of the Legislation*

ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE BOARD OF EDUCATION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH THE STATE OF CONNECTICUT EDUCATION NETWORK TO PROVIDE INTERNET SERVICES IN THE AMOUNT \$1,552,500 BEFORE THE FEDERAL ERATE DISCOUNT OF NINETY PERCENT (90%) IS APPLIED

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: alder(s); sponsoring department; attached to submission to Board of Alders.

## CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the State you must write a Resolution)
<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 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:** March 10<sup>TH</sup>, 2023

**Meeting Submitted For:** March 20<sup>TH</sup>, 2023

**Regular or Suspension Agenda:** Regular

**Submitted By:** Giovanni Zinn, City Engineer

**Title of Legislation:**

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MULTIYEAR AGREEMENT WITH SUCCESSFUL REQUEST FOR PROPOSAL (RFP) RESPONDENT TO PROVIDE FACILITY MANAGEMENT SERVICES FOR THE NEW HAVEN POLICE SERVICES COMPLEX PORTFOLIO

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**Comments:** Legistar File ID: LM-2023-0175

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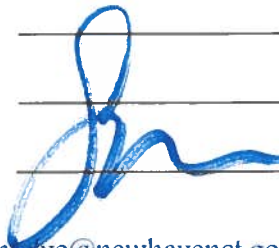
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**Coordinator's Signature:** \_\_\_\_\_

**Controller's Signature (if grant):** \_\_\_\_\_

**Mayor's Office Signature:** \_\_\_\_\_



Call (203) 946-7670 or email [bmontalvo@newhavenct.gov](mailto:bmontalvo@newhavenct.gov) with any questions.





## ENGINEERING DEPARTMENT

City of New Haven  
200 Orange Street, Rm 503  
New Haven, CT 06510  
[www.newhavenct.gov](http://www.newhavenct.gov)



**Justin Elicker**  
Mayor

**Giovanni Zinn, P.E.**  
City Engineer

March 10, 2023

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

**Re:** Order authorizing the Mayor to enter into a multiyear agreement with successful RFP respondent to provide Facility Management Services for the New Haven Police Service Complex Portfolio

Dear President Walker-Myers:

The Engineering Department oversees the facility management of the New Haven Police Services Buildings portfolio, consisting of One Union Avenue, 9 Substations, 710 Sherman Parkway, 170-200 Wintergreen Avenue, and associated infrastructure. For many years the Police Services complex has been maintained through a private management contract structure, which has assisted the City in maintaining the buildings in good condition at a competitive rate.

As the budgetary authority of the City, the Board of Alders provides a general fund budget line item each year to the Engineering Department to cover the operation of the Police Department facilities among other things. The management contract is paid out of this line, and consists of two parts: first, a set management fee is paid to the contractor to manage the buildings and oversee all subcontracts that are part of the maintenance of the building (\$60,000 FY22-23); second, there is a budget for reimbursable expenses undertaken by the management contractor on behalf of the City (\$723,410 FY22-23). Only the management fee is set under the terms of the contract. The budget for reimbursable expenses is set each year depending on the allocation provided by the Board of Alders for that fiscal year. Please note that reimbursable expenses undertaken by the management contractor are subject to the same procurement rules as purchases made by the City directly per the contract (e.g. utilization of the Small Contractor Development Program).

To date, the contracting structure has been for 1-year contracts, each procured through an RFP that included up to four possible renewals at the same terms and conditions. This results in a new round of procurement approximately every 5 years. As the City is nearing the end of its available renewal terms in its existing contract, the Engineering Department will be conducting another RFP this spring for facility management services.

However, in an effort to secure better pricing, reduce contracting overhead, and increase transparency, the Engineering Department would like to solicit for a single 5-year agreement rather than a 1-year agreement with four renewal terms. The City would still be able to end the contract each year at no cost thanks to a termination clause, and the Board of Alders would still be able to set the yearly general fund allocation for the maintenance of the buildings. One of the primary benefits is that a 5-year agreement would allow for adjustments for inflation of the management fee over the life of the contract, whereas the current structure requires the same management fee over all the renewal periods. This can result in inflated management fees in the early years.

Also, a 5-year contract may be more appealing to respondents as it has a longer duration despite any termination clauses and can also improve pricing. Continuity in management of the buildings is desirable for the City, as more frequent turnover can result in less efficient building management.

It is certainly our belief that a single 5-year agreement both more accurately reflects the course of business and can result in more competitive pricing without sacrificing any of the options and control that the City in general and the Board of Alders in particular can exert.

This is the same arrangement the Board authorized for Government Center in 2019, which has been successful in providing continuity of property management.

Thank you for your consideration.

Sincerely,

Giovanni Zinn, P.E.  
City Engineer

mf  
enclosures: (1) BOA submission package

c: Regina Rush Kittle, Chief Administrative Officer  
Chief Karl Jacobson/Captain Rose Dell, Police Services

..title

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MULTIYEAR AGREEMENT WITH SUCCESSFUL REQUEST FOR PROPOSAL (RFP) RESPONDENT TO PROVIDE FACILITY MANAGEMENT SERVICES FOR THE NEW HAVEN POLICE SERVICES COMPLEX PORTFOLIO

..body

Whereas, The City of New Haven Police Services buildings portfolio (herein 'Complex') includes facilities located at One Union Avenue, nine substations, Wintergreen Firing Range, Police Maintenance Garage, as well as auxiliary facilities at 900 Chapel Street and the Long Wharf Pier; and,

Whereas, The Engineering Department is responsible for maintaining said Complex which requires twenty-four-hour building operations and maintenance and repair services; and,

Whereas, vendor will be solicited and selected from the Request for Proposal procurement process; and,

Whereas, The budget for New Haven Police Services Complex maintenance and repairs is set each year by the Board of Alders in the City Budget, and,

Whereas, It is necessary and desirable to enter into a multiyear agreement with said vendor to provide facility management, repair and maintenance services of the Complex and subsequent portfolio,

NOW, THEREFORE BE IT RESOLVED, THAT THE MAYOR IS AUTHORIZED TO ENTER INTO AN UP TO FIVE YEAR AGREEMENT WITH SUCCESSFUL RESPONDENT TO PROVIDE FACILITY MANAGEMENT SERVICES FOR THE NEW HAVEN POLICE SERVICES COMPLEX PORTFOLIO AND, SUBSEQUENT AMENDMENTS AND OTHER DOCUMENTS, AND WHICH MAY HAVE A TERM OF LONGER THAN ONE YEAR, THAT THE MAYOR DEEMS NECESSARY OR DESIRABLE REGARDING FACILITY MANANGEMENT SERVICES FOR THE NEW HAVEN POLICE SERVICES

# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alder(s):

ALL

DATE: **March 10, 2023**

FROM: Department  
Person

Engineering

Giovanni Zinn, P.E.

Telephone

946-8105

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

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MULTIYEAR AGREEMENT WITH SUCCESSFUL REQUEST FOR PROPOSAL (RFP) RESPONDENT TO PROVIDE FACILITY MANAGEMENT SERVICES FOR THE NEW HAVEN POLICE SERVICES COMPLEX PORTFOLIO

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: alder(s); sponsoring department; attached to submission to Board of Alders.

**FISCAL IMPACT STATEMENT**

**DATE:** February 21, 2023  
**FROM (Dept.):** Engineering Department  
**CONTACT:** Giovanni Zinn, City Engineer **PHONE** 946-8105

**SUBMISSION ITEM (Title of Legislation):**

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A MULTIYEAR AGREEMENT WITH SUCCESSFUL REQUEST FOR PROPOSAL (RFP) RESPONDENT TO PROVIDE FACILITY MANAGEMENT SERVICES FOR THE NEW HAVEN POLICE SERVICES COMPLEX PORTFOLIO

**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.

	<b>GENERAL</b>	<b>SPECIAL</b>	<b>BOND</b>	<b>CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE</b>
<b>A. Personnel</b>				
<b>1. Initial start up</b>				
<b>2. One-time</b>				
<b>3. Annual</b>				
<b>B. Non-personnel</b>				
<b>1. Initial start up</b>				
<b>2. One-time</b>				
<b>3. Annual</b>		TBD		15021010-56623

**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**

**Other Comments:**

Contract variables depend on General Fund allocation per fiscal year. Vendor will receive a facility management fee and be reimbursed for expenditures made on behalf of the City of New Haven. Reimbursable expenses will be determined by facility needs and cost of living adjustments. Prior years expenses: FY 2019 – \$751,166.49, FY2020 – 763,942.82, FY2021 – \$728,079.40, FY2022 - \$731,880.50, and FY2023 (EST/Budget) – \$783,410.00

## CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the State you must write a Resolution)
<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 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:** March 10<sup>TH</sup>, 2023

**Meeting Submitted For:** March 20<sup>TH</sup>, 2023

**Regular or Suspension Agenda:** Regular

**Submitted By:** Giovanni Zinn, City Engineer

**Title of Legislation:**

ORDER AUTHORIZING THE MAYOR TO ACCEPT FUNDING FROM THE HISTORIC WOOSTER SQUARE ASSOCIATION AS A PASS-THROUGH FROM THE CONNECTICUT DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (CTDECD) AND SIGN ANY AGREEMENTS, AND OTHER DOCUMENTS THAT MAY BE DESIRABLE OR NECESSARY, INCLUDING ANY SUBSEQUENT AMENDMENTS TO AGREEMENTS, REGARDING IMPROVEMENTS TO HISTORICAL WOOSTER SQUARE NEIGHBORHOOD

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**Comments:** Legistar File ID: LM-2023-0176

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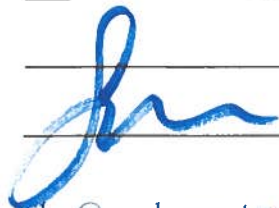
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**Coordinator's Signature:** \_\_\_\_\_

**Controller's Signature (if grant):** \_\_\_\_\_

**Mayor's Office Signature:** \_\_\_\_\_



Call (203) 946-7670 or email [bmontalvo@newhavenct.gov](mailto:bmontalvo@newhavenct.gov) with any questions.



Justin Elicker  
Mayor

## ENGINEERING DEPARTMENT

City of New Haven  
200 Orange Street, Rm 503  
New Haven, CT 06510  
[www.newhavenct.gov](http://www.newhavenct.gov)



Giovanni Zinn, P.E.  
City Engineer

March 10, 2023

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

***Re: Order authorizing the Mayor to accept funding from the Historic Wooster Square Association as a passthrough from the Connecticut Department of Economic and Community Development (CTDECD) for the improvements to Historic Wooster Square neighborhood under the American Rescue Plan Act (ARPA)***

Dear Honorable Tyisha Walker Myers:

The State of Connecticut has offered funding to the Historic Wooster Square Association from the State's American Rescue Plan Act (ARPA) allocation. The Historic Wooster Square Association has approached the City of New Haven to undertake improvements to their district as a subrecipient of the grant, including traffic calming, lighting, and park improvements. The proposed budget for the City as a subrecipient is \$452,400.

The City proposes accepting this funding from the State of Connecticut through the Historic Wooster Square Association, and working with the Wooster Sq community to implement the project. The proposed improvements will be beneficial to the health and well-being of the general public, and will occur in the public right-of-way and park areas.

Thank you for your consideration of this matter. If you have any questions, please feel free to contact me at 203-946-8105.

Respectfully submitted,

Giovanni Zinn, PE  
City Engineer

mf

c: Regina Rush Kittle, Chief Administrative Officer  
Sarah Greenblatt/Keith Lorch, Historic Wooster Square Association  
file

..title

ORDER AUTHORIZING THE MAYOR TO ACCEPT FUNDING FROM THE HISTORIC WOOSTER SQUARE ASSOCIATION AS A PASS-THROUGH FROM THE CONNECTICUT DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (CTDECD) AND SIGN ANY AGREEMENTS, AND OTHER DOCUMENTS THAT MAY BE DESIRABLE OR NECESSARY, INCLUDING ANY SUBSEQUENT AMENDMENTS TO AGREEMENTS, REGARDING IMPROVEMENTS TO HISTORICAL WOOSTER SQUARE NEIGHBORHOOD

..body

WHEREAS, the State of Connecticut Office of Policy and Management (OPM) has authorized this project to be funded from the Federal American Rescue Plan Act of 2021 (ARPA); and,

WHEREAS, the ARPA funding is intended to support improving outdoor spaces as a response to the public health emergency and/or its negative economic impacts in accordance with federal regulations; and,

WHEREAS, the Connecticut Department of Community and Economic Development (CTDECD) will administer the funds; and,

WHEREAS, the Historic Wooster Square Association is the receiving entity of the funds; and,

WHEREAS, the City of New Haven through its Department of Engineering, will work with the Wooster Square Historic District and the community at large to develop said improvements; and,

WHEREAS, the project will be administered by the City as a passthrough agent to the Historic Wooster Square Association; and,

WHEREAS, The City of New Haven desires to continue to improve pedestrian movement and provide public space safety for its residents; and,

WHEREAS, New Haven Residents, especially surrounding neighborhoods will benefit from the improvements to the Historic Wooster Square Neighborhood,

NOW, THEREFORE BE IT ORDERED BY THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN THAT THE MAYOR IS AUTHORIZED TO ACCEPT FUNDING FROM HISTORIC WOOSTER SQUARE ASSOCIATION AS A PASSTHROUGH FROM CONNECTICUT DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (CTDECD) AND SIGN ANY ASSOCIATED AGREEMENTS, AGREEMENTS WITH CONTRACTORS AND OTHER DOCUMENTS THAT MAY BE DESIRABLE OR NECESSARY, INCLUDING ANY SUBSEQUENT AMENDMENTS TO AGREEMENTS, INCLUDING ANY REQUIRED INDEMNIFICATIONS OF THE STATE REGARDING IMPROVEMENTS TO HISTORICAL WOOSTER SQUARE NEIGHBORHOOD UTILIZING FUNDS UNDER THE AMERICAN RESCUE PLAN ACT OF 2021



# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders):

ALL

DATE: **March 10, 2023**

FROM: Department

**Engineering**

Person

**Giovanni Zinn, P.E.**

Telephone

**946-8105**

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

ORDER AUTHORIZING THE MAYOR TO ACCEPT FUNDING FROM THE HISTORIC WOOSTER SQUARE ASSOCIATION AS A PASS-THROUGH FROM THE CONNECTICUT DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (CTDECD) AND SIGN ANY AGREEMENTS, AND OTHER DOCUMENTS THAT MAY BE DESIRABLE OR NECESSARY, INCLUDING ANY SUBSEQUENT AMENDMENTS TO AGREEMENTS, REGARDING IMPROVEMENTS TO HISTORICAL WOOSTER SQUARE NEIGHBORHOOD

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: alder(s); sponsoring department; attached to submission to Board of Alders.

## FISCAL IMPACT STATEMENT

DATE: March 10, 2023  
FROM (Dept.): Engineering Department  
CONTACT: Giovanni Zinn, City Engineer PHONE 946-8105

**SUBMISSION ITEM (Title of Legislation):**

ORDER AUTHORIZING THE MAYOR TO ACCEPT FUNDING FROM THE HISTORIC WOOSTER SQUARE ASSOCIATION AS A PASS-THROUGH FROM THE CONNECTICUT DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (CTDECD) AND SIGN ANY AGREEMENTS, AND OTHER DOCUMENTS THAT MAY BE DESIRABLE OR NECESSARY, INCLUDING ANY SUBSEQUENT AMENDMENTS TO AGREEMENTS, REGARDING IMPROVEMENTS TO HISTORICAL WOOSTER SQUARE NEIGHBORHOOD

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**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>BOND</u>	<u>CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE</u>
<b>A. Personnel</b>				
1. Initial start up				
2. One-time				
3. Annual				
<b>B. Non-personnel</b>				
1. Initial start up				
2. One-time				
3. Annual		452,400		TBD

**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

**Other Comments:**

# 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 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:** March 1, 2023

**Meeting Submitted For:** March 20, 2023

**Regular or Suspension Agenda:** Regular

**Submitted By:** Lynn Brantley, Literacy Supervisor NHPS

**Title of Legislation:**

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN  
AUTHORIZING THE EXECUTION OF LEXIA LEARNING AGREEMENT WITH  
THE BOARD OF EDUCATION FOR THE PERIOD OF JANUARY 24, 2023 TO JUNE  
30, 2025.

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**Comments:** Legistar File ID: LM-2023-0142

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**Coordinator's Signature:** \_\_\_\_\_

**Controller's Signature (if grant):** \_\_\_\_\_

**Mayor's Office Signature:** \_\_\_\_\_



Call (203) 946-7670 OR [bmONTALVO@newhavenct.gov](mailto:bmONTALVO@newhavenct.gov) with any questions.

**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 checked="" 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:** March 1, 2023

**Meeting Submitted For:** March 20, 2023

**Regular or Suspension Agenda:** Regular

**Submitted By:** Lynn Brantley, Literacy Supervisor NHPS

**Title of Legislation:**  
Agreement between the New Haven Board of Education for LETRS training from Lexia Learning, January 24, 2023 through June 30, 2025.


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**Comments:** \_\_\_\_\_

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**Coordinator's Signature:** 

**Controller's Signature (if grant):** \_\_\_\_\_

**Mayor's Office Signature:** \_\_\_\_\_

Call (203) 946-7670 with any questions.  
[bmONTALVO@newhavenct.gov](mailto:bmONTALVO@newhavenct.gov)



NEW HAVEN PUBLIC SCHOOLS

March 1, 2023

Tyisha Walker-Myers  
President, Board of Alders  
City of New Haven  
165 Church St. 2<sup>nd</sup> Floor  
New Haven, CT 06520

Re: LETRS Training for NHPS Staff

Dear President Walker-Myers,

I respectfully put forth the enclosed submission requesting the approval of the Board of Alders for the recently approved Agreement between the New Haven Board of Education and Lexia Learning LETRS training, from January 24, 2023 to June 30, 2025. AS this is a multi-year contract, the approval of the Board of Alders is required.

The Board of Education has used this vendor in the past for other services, and a multi-year agreement would be beneficial to implement due to their status. After discussing options with the vendor, the presented a quote for 2 years.

The multi-year agreement is for a total of 2 years and covers January 24, 2023 through June 30, 2025. Overall the total monetary cost is \$124,865.00.

The Board of Education believes this is a fair contract, and it was approved by the Full Board of Education at its January 23, 2023 meeting. Thank you for your consideration of this new agreement which provides professional development within our early literacy programs. I look forward to the Alder's prompt approval of the Agreement.

Thank you again for your time and attention.

Sincerely,

Lynn Brantley  
Supervisor of Literacy

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE EXECUTION OF LEXIA LEARNING AGREEMENT WITH THE BOARD OF EDUCATION FOR THE PERIOD OF JANUARY 24, 2023 TO JUNE 30, 2025.

WHEREAS, the New Haven Board of Education (the “Board”) and Board of Education, Lexia Learning (the “Vendor”) are the parties (collectively the “Parties”); and

WHEREAS, the Parties reached a tentative agreement entitled Agreement between New Haven Board of Education and Lexia Learning, January 24, 2023 to June 30, 2025 (the “2023-2025] Agreement”); and

WHEREAS, the district staff submitted the Lexia Learning, January 24, 2023 to June 30, 2025 to the Board, which was approved at its January 23, 2023 Board of Education meeting; and

WHEREAS, the Charter of the City of New Haven requires the approval of the Board of Alders for a multi-year contract.

NOW THEREFORE BE IT ORDERED, by the Board of Alders of the City of New Haven that the Lexia Learning January 2023 to June 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 2023-2025 Agreement as well as such additional instruments as may be deemed necessary or expedient to implement the terms of the 2023-2025.

# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of): ALL

WARD # ALL

DATE: **March 1, 2023**

FROM: Department/Office Board of Education, Literacy Supervisor  
Person Lynn Brantley Telephone 475-220-1212

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 LEXIA LEARNING AGREEMENT WITH THE  
BOARD OF EDUCATION FOR THE PERIOD OF JANUARY 24, 2023 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: alder(s); sponsoring department; attached to submission to Board of Alders.

# FISCAL IMPACT STATEMENT

DATE: March 1, 2023  
FROM (Dept.): Literacy Department, NHPS  
CONTACT: Lynn Brantley PHONE 475-220-1212

**SUBMISSION ITEM : LETRS Contract**

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE EXECUTION OF LEXIA LEARNING AGREEMENT WITH THE BOARD OF EDUCATION FOR THE PERIOD OF JANUARY 24, 2023 TO JUNE 30, 2025.

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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
<b>A. Personnel</b>				
1. Initial start up				
2. One-time				
3. Annual				
<b>B. Non-personnel/Training</b>				
1. Initial start up				
2. One-time		\$124,865.00		
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

**Other Comments:** Funding Source ARP ESSER III 2553-6399-56694-0105



**QUOTE**



**Lexia Learning Systems LLC**  
300 Baker Avenue, Suite 320  
Concord, MA 01742 USA  
Phone: (978) 402-3620  
Fax: (978) 402-3621

**Quote #:** Q-541123-1  
**Created Date:** 11/29/2022

**Prepared By:** Leah Klein  
**Email:** leah.klein@lexialearning.com

**Ship To:**  
New Haven Public Schools  
54 Meadow Street  
New Haven, CT 06519 US

**Bill To:**  
Keisha Redd-Hannans  
New Haven Public Schools  
Attn: Dept of General Funds  
54 Meadow Street  
New Haven, CT 06519 US

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
40	LETRS Participant Materials Bundle (Print + License) with Live Online Professional Learning	382504	3E	1+2	2 year	\$1,267.00	\$50,680.00
50	LETRS Participant Materials Bundle (Print + License) with Live Online Professional Learning	382539	Administrator		2 year	\$826.00	\$41,300.00
1	LETRS Success Partnership Silver	382408	3E	1+2	2 year	\$9,900.00	\$9,900.00
15	LETRS Facilitator Bundle (Print + License) with Face-to-Face or Live Online Professional Learning	382547	3E	1	1 year	\$1,532.33	\$22,985.00

Total Price \$124,865.00  
Est. Tax \$0.00  
Total Due \$124,865.00

Prices quoted are inclusive of Shipping and Handling.

*If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.*

**Fax or email Purchase Orders with quote number Q-541123-1 to the following:**  
Attn: Leah Klein  
Email: leah.klein@lexialearning.com  
Fax: 978-287-0062

**PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.**

## TERMS AND CONDITIONS

\*\*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid for 60 days. Unless otherwise provided herein, Lexia will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

1-Year licenses expire 12 months from the date of activation; 2-Year licenses expire 24 months from the date of activation

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

### ORDER TERM

This quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Lexia and customer in writing, the licenses, products and/or services purchased pursuant to this order will begin on or about the start date and continue in effect for the applicable period set forth in this quote. Unless otherwise set forth herein or agreed to by Lexia and customer in writing, all subscriptions and services are deemed delivered upon provisioning of license availability, and all subscription licenses and services must be used within the applicable subscription or service period herein; unused subscription licenses or services are not eligible for refund or credit. Onsite training is fulfilled with virtual training as needed. Without prejudice to its other rights, Lexia may suspend delivery of the subscriptions, products and/or services in the event that customer fails to make any payment when due following notice.

### ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

### ACCEPTANCE

All subscriptions, products and services hereunder are offered subject to the Lexia Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order, customer confirms its acceptance of the License and the terms and fees in this quote, which, together with any previously awarded proposal and/or any other associated agreement entered into by Lexia and customer regarding the subscriptions, products and services in and as supplemented by this quote, constitute the entire agreement between customer and Lexia regarding such subscriptions, products and services (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.



NEW HAVEN PUBLIC SCHOOLS

## AGREEMENT COVER SHEET

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Lexia Learning

Doing Business As, if applicable: VENDOR

Business Address: 300 Baker Ave, Ste. 320, Concord, MA 01742;  
1-800-435-3942

Business email: *Leah.Klein@lexialearning.com*

Funding Source & Acct # including location code: 2553-6399-56694-0105

Principal or Supervisor: Lynn Brantley

Agreement Effective Dates: From 01/24/23 To 06/30/25.

Hourly rate or per session rate or per day rate.  
Total amount: \$124,865.00

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

The LETRS Suite is a curriculum of 8 modules for comprehensive professional learning designed to provide elementary educators and administrators with deep knowledge to be literacy and language experts in the science of reading. LETRS for Educators course will practically, systematically, and methodically address the systems of language underlying literacy (phonology, orthography, semantics, syntax, discourse, and pragmatics) through blended format units. LETRS for Administrators equips instructional leaders to create systems and structures includes how to build capacity, collaborate with school leadership teams, manage goal setting, develop assessment plans, and make effective data-based decisions to have a systemic impact on student literacy achievement.

Submitted by: *Lynn Brantley* Phone: *475-220-1212*

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NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Lynn Brantley  
**Date:** November 24, 2022  
**Re:** Letrs Training

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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:** Lexia Learning
2. **Description of Service:** The LETRS Suite is comprehensive professional learning designed to provide elementary educators with deep knowledge to be literacy and language experts in the science of reading. LETRS for Educators course practically, systematically, and methodically addresses the systems of language underlying literacy (phonology, orthography, semantics, syntax, discourse, and pragmatics) through blended format units.
3. **Amount of Agreement and hourly or session cost:** \$124,865.00
  - 40 educators/participants provided with 8 LETRS Modules:
    - curriculum material bundles
    - 6 hour online sessions
    - 12-15 hours of practicum
  - 50 Administrator training provided with 8 on line sessions:
    - curriculum materials bundles
  - 15 Facilitator Modules:
    - curriculum material bundles
    - 4 days of unit sessions
  - LETRS success partnership:
    - dedicated customer success management team
4. **Funding Source and account number:** ARP ESSER III 2553-6399-56694-0105
5. Approximate number of staff served through this program or service: 90
6. Approximate number of students served through this program or service: 5000

**7. Continuation/renewal or new Agreement?**

**Answer all questions:**

- a. If continuation/renewal, has the cost increased? If yes, by how much? No
- b. What would an alternative contractor cost: N/A
- c. If this is a continuation when was the last time alternative quotes were requested? No
- d. For new or continuation: is this a service existing staff could provide? If no, why not? No, it is a service that must be provided by only certified consultants from Lexia.

**8. Type of Service:**

**Answer all questions:**

- a. Professional Development? Yes but is reliant on a specialized curriculum through the Lexia Learning Company.
  - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No, it is a service that must be provided by only certified consultants from Lexia
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe)

**9. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? New service
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes, the contract will provide training enhance educator knowledge around comprehensive literacy practices that will applied in the classroom.

**10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:**

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or a link to the contractor's website if a company: This contractor is knowledgeable of the content and methodology of research-based explicit, structured literacy instruction, has an understanding of cognitive and language factors that shape learning, language structure, and development in how reading is acquired. (<https://www.lexialearning.com/letrs>)
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Sole Source because this training is built on a curriculum and is program agnostic.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? N/A

- 
- d. Who were the members of the selection committee that scored bid applications? N/A
  - e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. Due to this course being built upon a specialized curriculum/modules for educators and administrators this must be considered for Sole Source.

**11. Evidence of Effectiveness & Evaluation**

**Answer all questions**

- a. What **specific need** will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? Surveys from all participants will be provided after training. The training includes assessments for each participant in order to ensure mastery of learning.
  - b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
  - c. How is this service aligned to the District Continuous Improvement Plan? This service strengthens the knowledge of Instructional Coaches in order to impact the teaching of early literacy and the academic outcomes for NHPS students in grades K-3.
12. Why do you believe this Agreement is fiscally sound? This item is essential to provide our K-2 staff training that improves their ability to provide instruction based on the Science of Reading.
13. What are the implications of not approving this Agreement? Knowledge gaps regarding early literacy instruction and how Science of Reading supports student literacy acquisition.

## CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the State you must write a Resolution)
<input type="checkbox"/>	Prior Notification Form
<input type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input type="checkbox"/>	Supporting Documentation (if applicable)
<input 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: March 13<sup>TH</sup>, 2023

Meeting Submitted For: March 20<sup>TH</sup>, 2023

Regular or Suspension Agenda: Regular

Submitted By: Gwendoly Williams / Michael Gormany

Title of Legislation:

ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE MAYOR, CONTROLLER OR BUDGET DIRECTOR TO ENTER INTO A MULTI-YEAR AGREEMENT WITH LEADERSHIP, EDUCATION AND ATHLETICS IN PARTNERSHIP, INC. (LEAP) FOR THE MANAGEMENT, PROGRAMING AND SPACE MANAGEMENT FOR THE MULTI-GENERATIONAL FACILITY IN THE DIXWELL/NEWHALLVILLE COMMUNITY IN AN AMOUNT NOT TO EXCEED \$350,000: \$100,000.00 MANAGEMENT FEE AND UP TO \$250,000 REIMBURSEMENT FOR OPERATING EXPENSES AS APPROVED BY THE Q-HOUSE BOARD.


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Comments: Legistar File ID: LM-2023-0179

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Coordinator's Signature: 

Controller's Signature (if grant): 

Mayor's Office Signature: \_\_\_\_\_



Justin Elicker | *Mayor*                      Gwendolyn B. Williams | *Director*  
**CITY OF NEW HAVEN YOUTH and RECREATION DEPARTMENT**

March 9, 2023

Honorable Board of Alders  
165 Church Street  
New Haven, CT 06510

Greetings and Salutations:

Locally known as the Q House, the Dixwell Community Center has deep roots in the Dixwell Community. Built in 1924 at 98 Dixwell Avenue on land donated by Dixwell Congregational Church, this establishment has served local youth and has become a base for neighborhood groups, charities, and other civic organizations. It has offered music, drama, and art classes; sponsored trips; and organized sports.

The Dixwell Q-House currently provides space to the Stetson Library, Elderly Services and Cornell Scott Hill Health Center. The Dixwell Q-House also includes a gym, recording studio, meeting and conference areas, kitchen, and a basketball court with seating to cater to the interests of the community.

In fiscal year 2021-2022, The City of New Haven entered into a three-year agreement with Leadership, Education and Athletics in Partnership (LEAP) to manage the newly opened Q-House. LEAP has brought their experience with delivering youth, adult, and community-oriented programming to the historic Q-House space. During this first year of opening the Q-House to the public, LEAP has worked with community partners and the City of New Haven to offer a wide range of services, activities, and programs to support the City's interests and needs.

Leadership, Education and Athletics in Partnership is expected to be open through the week and some evenings and weekends. Additionally, LEAP is expected to operate in the Greater New Haven area and spend a significant amount of time immersed in the New Haven Community. For consistency and continuity of the Q-House management, The City advertised a

165 Church Street · New Haven, CT 06510  
Phone: 203.946.7582 · Fax: 203.946.5750



Request for Proposal (RFP) to extend the Q-House management. The new RFP would supersede the original three-year agreement.

Based on the sole response from LEAP, the City is seeking approval to enter into a multi-year agreement with LEAP for a period of July 1, 2023 through June 30, 2028, with the option to cancel at any time as mutually agreed by both parties. Your consideration of this item is greatly appreciated.

Best regards,

*Gwendolyn B. Williams*

Gwendolyn B. Williams  
Director Youth and Recreation



Michael Gormany  
Acting Controller / Budget Director

ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE MAYOR, CONTROLLER OR BUDGET DIRECTOR TO ENTER INTO A MULTI-YEAR AGREEMENT WITH LEADERSHIP, EDUCATION AND ATHLETICS IN PARTNERSHIP, INC. (LEAP) FOR THE MANAGEMENT, PROGRAMING AND SPACE MANAGEMENT FOR THE MULTI-GENERATIONAL FACILITY IN THE DIXWELL/NEWHALLVILLE COMMUNITY IN AN AMOUNT NOT TO EXCEED \$350,000: \$100,000.00 MANAGEMENT FEE AND UP TO \$250,000 REIMBURSEMENT FOR OPERATING EXPENSES AS APPROVED BY THE Q-HOUSE BOARD.

**WHEREAS**, Section 2-376 (A) of the Code of General Ordinances, Unless expressly authorized by law or by vote of the board of Alders, the city shall not be bound by any contract executed after one (1) year from the date thereof. The board of ALDER's prior approval is necessary for any city contract that does not go to bid that costs more than one hundred thousand dollars (\$100,000.00) ;and

**WHEREAS**, The Dixwell Community Center (Q House) was built in 1924 and has deep roots in the Dixwell Community becoming a base for neighborhood groups, charities and other civic organizations; and,

**WHEREAS**, The City of New Haven recognizes that youth have limited resources and opportunities that may require services and mentors in order to support growth and reduce the risk for involvement in inappropriate behaviors; and

**WHEREAS**, Leadership, Education and Athletics in Partnership, Inc. has been selected via City of New Haven Request for Proposal (RFP) procurement process to be the managing organization of operations for the Dixwell Community Center (Q House); and

**WHEREAS**, The Youth and Recreation Department seeks to enter into a five (5) year agreement from July 1, 2023 through June 30, 2028, with Leadership, Education and Athletics in Partnership, Inc in order to establish fluidity and consistency in services provided.

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

- Section 1. The Mayor, Budget Director, or Controller is authorized to enter into an agreement with Leadership, Education and Athletics in Partnership for a period of July 1, 2023 through June 30, 2028
- Section 2. That the maximum contractual amount is not to exceed \$350,000 per fiscal year (\$100,000.00 management fee and up to \$250,000 reimbursement for operating expenses as approved by Q-House Board.)
- Section 3. That the Youth and Recreation Department is authorized to execute any amendments to the agreement if such amendment to the Agreement is appropriate.
- Section 4. The City of New Haven and Leadership, Education and Athletics in Partnership, Inc will be authorized to accept contributions outside of City of New Haven funding for programming and operations of the Dixwell Community Center (Q House)

# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of):

ALL

WARD # ALL

DATE: **Tuesday, March 13, 2023**

FROM: Department/Office Youth & Recreation / Management and Budget  
Person Gwendolyn Williams / Telephone 203-946-6413  
Michael Gormany

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 NEW HAVEN BOARD OF ALDERS AUTHORIZING THE MAYOR, CONTROLLER OR BUDGET DIRECTOR TO ENTER INTO A MULTI-YEAR AGREEMENT WITH LEADERSHIP, EDUCATION AND ATHLETICS IN PARTNERSHIP, INC. (LEAP) FOR THE MANAGEMENT, PROGRAMING AND SPACE MANAGEMENT FOR THE MULTI-GENERATIONAL FACILITY IN THE DIXWELL/NEWHALLVILLE COMMUNITY IN AN AMOUNT NOT TO EXCEED \$350,000: \$100,000.00 MANAGEMENT FEE AND UP TO \$250,000 REIMBURSEMENT FOR OPERATING EXPENSES AS APPROVED BY THE Q-HOUSE BOARD.

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: alder(s); sponsoring department; attached to submission to Board of Alders.

# FISCAL IMPACT STATEMENT

DATE: Tuesday, March 13, 2023  
FROM (Dept.): Youth and Recreation & Office of Management and Budget  
CONTACT: Gwendolyn Williams / Michael Gormany PHONE: 203-946-6413

**SUBMISSION ITEM (Title of Legislation):**

ORDER OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE MAYOR, CONTROLLER OR BUDGET DIRECTOR TO ENTER INTO A MULTI-YEAR AGREEMENT WITH LEADERSHIP, EDUCATION AND ATHLETICS IN PARTNERSHIP, INC. (LEAP) FOR THE MANAGEMENT, PROGRAMING AND SPACE MANAGEMENT FOR THE MULTI-GENERATIONAL FACILITY IN THE DIXWELL/NEWHALLVILLE COMMUNITY IN AN AMOUNT NOT TO EXCEED \$350,000: \$100,000.00 MANAGEMENT FEE AND UP TO \$250,000 REIMBURSEMENT FOR OPERATING EXPENSES AS APPROVED BY THE Q-HOUSE BOARD.

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

	<u>GENERAL</u>	<u>SPECIAL</u>	<u>BOND</u>	<u>CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE</u>
<b>A. Personnel</b>				
1. Initial start up				
2. One-time				
3. Annual				
<b>B. Non-personnel</b>				
1. Initial start up				
2. One-time				
3. Annual		\$350,000		
		(Five Years)		

**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



City of New Haven  
Bureau of Purchases  
200 Orange Street, Room 301  
New Haven, CT 06510

*Board of Directors*

*Co-Chairs*  
Ann Baker Pepe  
Ed Cleary

*Vice Chair*  
Stephen Wizner

*Treasurer*  
Susan Biel Kerley

*Secretary*  
Cynthia Mann

*Co-Founder, Past Chair*  
Roslyn Milstein Meyer  
Anne Tyler Calabresi

*Directors*  
Adriana Joseph  
Marcus McFerren  
Tai Richardson  
Ken Russell  
Alexis Smith  
Deborah Stanley-McAulay  
Clifton Watson

*Emeritus*  
Honorable William Dyson  
Jerome Harris Meyer

*Executive Director*  
Henry Fernandez

Dear Mr. Garris:

Thank you for the opportunity to present this proposal to the City of New Haven in response to your November 2022 posting for "Q-House Management." This response includes our full proposal, statement of qualifications, disclosure and certification affidavit and the required city forms. All of us at Leadership, Education and Athletics in Partnership, Inc. look forward to continuing our partnership with the City of New Haven and the Q-House Advisory Board to achieve your vision for the new Q-House.

LEAP has operated in New Haven for 30 years and shares the Q-House's values of partnership and community. LEAP has extensive experience working with over a thousand community members each year, managing dozens of partnerships with local and regional organizations, building and sustaining holistic enrichment programs that reflect the needs and interests of our target demographic, and managing a 100-year-old multi-purpose community center that includes everything from a pool to a community garden. Our leadership team and Board bring a diversity of educational and professional experiences and are deeply embedded in the New Haven community.

With our highly relevant experience, our significant community presence, and our demonstrated commitment to the values of diversity and accessibility, we believe our leadership will continue to be an asset to the City of New Haven, the Q-House Advisory Board, and the broader Q-House community during our collaboration. If you have any questions, please contact me at your convenience.

Sincerely,

Henry Fernandez  
Executive Director  
LEAP

---

**Creating a New Haven for Our Children**

Leadership, Education, and Athletics in Partnership, Inc. (LEAP)  
31 Jefferson Street • New Haven, CT 06511 • Phone: 203.773.0770 • Fax: 203.773.1695

leapforkids.org

/Leapinc /@LEAPforkids /leapforkids

## 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 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:** March 3<sup>rd</sup>, 2023

**Meeting Submitted For:** March 20<sup>th</sup>, 2023

**Regular or Suspension Agenda:** Regular

**Submitted By:** Arlevia Sanuel, Executive Director, LCI

**Title of Legislation:**

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING (1) THE DISPOSITION OF 262 DIXWELL AVENUE TO BEULAH LAND DEVELOPMENT CORP FOR \$245,000.00; (2) THE DISPOSITION OF 263 DIXWELL AVENUE TO BUELAH LAND DEVELOPMENT CORP FOR \$250,000.00; (3) THE DISPOSITION OF 177 WINTHROP AVENUE TO URBAN EQUITY DEVELOPMENT CORPORATION FOR \$2,000.

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**Comments:** Legistar File ID: LM-2023-0177

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**Coordinator's Signature:** \*see attached copy

**Controller's Signature (if grant):** 

**Mayor's Office Signature:** \_\_\_\_\_

Call (203) 946-7670 or [bmontal@newhavenct.gov](mailto:bmontal@newhavenct.gov) with any questions.

**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 checked="" 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: March 3<sup>rd</sup>, 2023

Meeting Submitted For: March 20<sup>th</sup>, 2023

Regular or Suspension Agenda: Regular

Submitted By: Arlevia Sanuel, Executive Director, LCI

**Title of Legislation:**

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING (1) THE DISPOSITION OF 262 DIXWELL AVENUE TO BEULAH LAND DEVELOPMENT CORP FOR \$245,000.00; (2) THE DISPOSITION OF 263 DIXWELL AVENUE TO BUELAH LAND DEVELOPMENT CORP FOR \$250,000.00; (3) THE DISPOSITION OF 177 WINTHROP AVENUE TO URBAN EQUITY DEVELOPMENT CORPORATION FOR \$2,000.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Coordinator's Signature: MPL

Controller's Signature (if grant): \_\_\_\_\_

Mayor's Office Signature: \_\_\_\_\_

Call (203) 946-7670 or [bmontalvo@newhavenct.gov](mailto:bmontalvo@newhavenct.gov) with any questions.

**RECEIVED**

**MAR 03 2023**

Officer Of The Mayor  
Justin Elicker

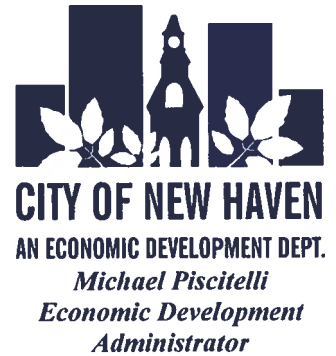
*4:13 PM  
Mau*



**Arlevia T. Samuel, M.S.**  
**Executive Director**

**CITY OF NEW HAVEN**  
*Justin Elicker, Mayor*

**LIVABLE CITY INITIATIVE**  
165 Church Street, 3<sup>rd</sup> Floor  
New Haven, CT 06510  
Phone: (203) 946-7090 Fax: (203) 946-4899



February 24, 2023

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

Re: ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING (1) THE DISPOSITION OF 262 DIXWELL AVENUE TO BEULAH LAND DEVELOPMENT CORP FOR \$245,000.00; (2) THE DISPOSITION OF 263 DIXWELL AVENUE TO BEULAH LAND DEVELOPMENT CORP FOR \$250,000.00; (3) THE DISPOSITION OF 177 WINTHROP AVENUE TO URBAN EQUITY DEVELOPMENT CORPORATION FOR \$2,000.

Dear President Walker-Myers:

In accordance with the Board of Alder's Land Disposition Guidelines revisions dated July 6, 2009 and September 5<sup>th</sup>, 2006, as well as the Board of Alder's May 20<sup>th</sup>, 1996 order establishing the Livable City Initiative and requiring that said Initiative submit a list of land acquisition and disposition matters, I am writing to respectfully request that the Honorable Board approve the City's acquisition and disposition of the properties more fully described in the attached submission. In addition, I have attached the City Plan Commission Advisory Reports for these properties as required by the same order referred to above.

Thank you for your consideration in this matter. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Arlevia T. Samuel, M.S.  
Executive Director



..title

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING (1) THE DISPOSITION OF 262 DIXWELL AVENUE TO BEULAH LAND DEVELOPMENT CORP FOR \$245,000.00; (2) THE DISPOSITION OF 263 DIXWELL AVENUE TO BUELAH LAND DEVELOPMENT CORP FOR \$250,000.00; (3) THE DISPOSITION OF 177 WINTHROP AVENUE TO URBAN EQUITY DEVELOPMENT CORPORATION FOR \$2,000.

..body

BE IT ORDERED by the New Haven Board of Alders that the acquisition and disposition by the City of New Haven of those properties referenced in the attached list dated March 6, 2023 which is incorporated herein by reference, is approved subject to conditions of the City Plan Commission reports submitted with said list and in accordance with the procedure established by the Board of Aldermen on May 20, 1996 and first revised on September 5, 2006 and amended on July 6<sup>th</sup>, 2009; and

BE IT FURTHER ORDERED that the Mayor of the City of New Haven is authorized to execute and deliver all such instruments as may be necessary or expedient to effectuate the intents and purposes of this Order; and

BE IT FURTHER ORDERED that this Order will expire and be of no further force and effect twelve months from the date of passage of this Order, unless extended (a) by the Board of Alders, or (b) by the Executive Director of the Office of Economic Development for a period not to exceed a further twelve months and with written notice to the Board of Alders.

**LIST OF PROPERTIES PROPOSED FOR Disposition**  
**March 20, 2023**

<b>ADDRESS</b>	<b>Type</b>	<b>Price</b>	<b>Owner</b>	<b>USE</b>	<b>WARD</b>
262 Dixwell Avenue	Negotiated Sale of 2-Family Residential Property	\$ 245,000.00	Ocean 104 Del, LLC	As part of a simultaneous acquisition and disposition, the City of New Haven proposes to dispose of 262 Dixwell Avenue to Beulah Land Development Corp for \$245,000.00. The property will be rehabilitated and utilized as an affordable rental property at 50%-80% AMI. <b><u>The property must be deed restricted for a minimum twenty (20) year period. This property must be maintained as an affordable rental property at 50% - 80% AMI for not less than 20 (20) years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Directors of Livable City Initiative (LCI), or the Board of Alders of the City of New Haven.</u></b>	21
263 Dixwell Avenue	Negotiated Sale of 2-Family Residential Property	\$ 250,000.00	Ocean 104 Del, LLC	As part of a simultaneous acquisition and disposition, the City of New Haven proposes to dispose of 263 Dixwell Avenue to Beulah Land Development Corp for \$250,000.00. The property will be rehabilitated and utilized as an affordable rental property at 50% - 80% AMI. <b><u>The property must be deed restricted for a minimum twenty (20) year period. This property must be maintained as an affordable rental property at 50% - 80% AMI for not less than 20 (20) years, inclusive of successive</u></b>	22

				<u>ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Directors of Livable City Initiative (LCI), or the Board of Alders of the City of New Haven.</u>	
177 Winthrop Avenue	3 Family	Non-Profit @ \$1,000 per unit	City of New Haven	The City of New Haven proposes to dispose of this three-family property to Urban Equity Development Corporation for \$2,000.00. The property will be rehabilitated as a two-unit owner occupied property. <b><u>This property must be sold to an owner occupant for a combined period not less than ten (10) years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Director of Livable City Initiative (LCI) and / or the Board of Alders of the City of New Haven.</u></b>	23

# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO : Hon. Jeanette Morrison Ward

DATE: February 6, 2023

FROM: Department Livable City Initiative  
Person Evan Trachten  Telephone X 8373

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

Disposition of two-family residential structure at 263 Dixwell Avenue to Beulah Land Development Corp who will rehabilitate the property and maintain the property as an affordable rental at 50%-80% AMI for a minimum 20 year affordability term.

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 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.

# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO : Hon. Maceo Streater 21<sup>st</sup> Ward

DATE: February 6, 2023

FROM: Department Livable City Initiative  
Person Evan Trachten  Telephone X 8373

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

Disposition of two-family residential structure at 262 Dixwell Avenue to Beulah Land Development Corp who will rehabilitate the property and maintain the property as an affordable rental at 50%-80% AMI for a minimum 20 year affordability term.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other

### INSTRUCTIONS TO DEPARTMENTS

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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.

# PRIOR NOTIFICATION FORM

## NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO : Hon. Carmen Rodriguez 6<sup>th</sup> Ward

DATE: **January 24, 2023**

FROM: Department Livable City Initiative  
Person Evan Trachten  Telephone X 8373

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

Disposition of sliver lot at 144 Columbus Avenue to adjacent owner occupant. The property will be used as additional yard area.

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:** March 20, 2023  
**FROM (Dept.):** Livable City Initiative (LCI)  
**CONTACT:** Arlevia Samuel, Executive Director **PHONE** (203) 946-8436

**SUBMISSION ITEM (Title of Legislation):**

ORDER OF THE NEW HAVEN BOARD OF ALDERS APPROVING (1) THE DISPOSITION OF 262 DIXWELL AVENUE TO BEULAH LAND DEVELOPMENT CORP FOR \$245,000.00; (2) THE DISPOSITION OF 263 DIXWELL AVENUE TO BUELAH LAND DEVELOPMENT CORP FOR \$250,000.00; (3) THE DISPOSITION OF 177 WINTHROP AVENUE TO URBAN EQUITY DEVELOPMENT CORPORATION FOR \$2,000.

**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.

	<b>CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE</b>		
	<b>GENERAL</b>	<b>SPECIAL</b>	<b>BOND</b>
<b>A. Personnel</b>			
1. Initial start up			
2. One-time			
3. Annual			
<b>B. Non-personnel</b>			
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 type="checkbox"/>
YES	<input checked="" type="checkbox"/>

- 1. One-time \$497,000
- 2. Annual

**Other Comments:**



# CITY OF NEW HAVEN

**JUSTIN ELICKER, MAYOR**

165 Church Street

New Haven, Connecticut 06510

T: 203.946.8200 F: 203.946.7683



February 24, 2023

Hon. Tyisha Walker-Myers  
President, New Haven Board of Alders  
165 Church Street, 2<sup>nd</sup> Floor  
New Haven, CT 06510

Dear President Walker-Myers,

Pursuant to Section 21-29 of the New Haven Code of Ordinances and Article IV Section 3B of the Charter of the City of New Haven, and the past practice of the Livable City Initiative and Board of Alders, I certify the following land dispositions of the Livable City Bureau to be a disposition of an Emergency Nature for which immediate action is necessary; and to be deemed second readings proper for vote at the next full meeting of the Board of Alders:

Address/MBLU:

1. 262 Dixwell Avenue / MBLU 294-0343-00700
2. 263 Dixwell Avenue / MBLU 282-0347-03700
3. 177 Winthrop Avenue / MBLU 341-1282-01900

Please find the attached pertinent information for the disposition of each property identified above, including the required City Plan Commission Report, proposed purchaser, square footage, and proposed disposition cost.

The disposition of these properties will further the LCI mission of neighborhood improvement and the amelioration of blighting influences in the City of New Haven. Thank you for your time and consideration in these important LCI matters.

Sincerely,

  
Justin Elicker



## NEW HAVEN CITY PLAN COMMISSION ADVISORY REPORT

**RE:** 262 DIXWELL AVENUE.  
MBLU: 294 0343 00700  
**Submitted by:** Evan Trachten, Livable Cities Initiative

Disposition of a city-owned two-family property to Beulah Land Development Corp.

**REPORT:** 1627-05  
**ADVICE:** Approve

### PROJECT SUMMARY:

---

**Applicant(s):** Beulah Land Development Corp  
**Price:**  
**Site:** 6,195 SF  
**Zone:** BA  
**Use:** Two-family house  
**Financing:**  
**City Lead:** Evan Trachten  
**Agency:** Livable City Initiative  
**Phone:** 203-946-8373

### ORDINANCE

This request comes from the City's Livable City Initiative Bureau (LCI) regarding the disposition of a vacant City-owned three-family house. This is in accordance with Section D(8) of the City's Land Disposition Agreement Guidelines, "**The proposal shall be forwarded in the following sequence for further consideration: 1. PAD (approval required); 2. City Plan Commission (advisory review); and 3. LCI Board of Directors (approval required).**" Accordingly, the Planning Commission may provide an advisory report.

### BACKGROUND

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On November 30, 2022, the City Plan Commission recommended approval of a PAD referral for the acquisition of four properties on Dixwell Avenue, including 262 Dixwell Avenue (CPC Report #1622-02). The City is currently in the process of finalizing acquisition of the properties. The acquisition proposal noted that the City planned to then dispose of the 262 and 263 Dixwell Avenue properties to a nonprofit organization.

The City of New Haven now proposes to dispose of the two-family property at 262 Dixwell Avenue to Beulah Land Development Corp. The applicant will rehabilitate the property and maintain the property as a low to moderate affordable rental property at 50% - 80% AMI. The property will deed restricted for a minimum twenty (20) year period. This property must be maintained as an affordable rental property at 50%-80% AMI for not less than 20 years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Directors of Livable City Initiative (LCI), or the Board of Alders of the City of New Haven. Essentially, the LCI Board of Directors seeks guidance as to whether this property is or may be needed for municipal purposes.

Planning Commission considerations, whether:

- The property is or should be used for municipal purposes.
- The site is not adjacent to a park to create additional park land.

- The property is an interior lot.<sup>1</sup>
- The site could be used as a pocket park or community garden.<sup>2</sup>
- The comprehensive plan identifies or will identify resources within this area for which this parcel could be used.

**PLANNING CONSIDERATIONS:**

The proposal will achieve the following Comprehensive Plan Goals:

- Develop land uses that are compatible with the character of the surrounding area.
- **“Continue to use the city’s Land Disposition Agreement (LDA) to advance housing and neighborhood objectives, including appropriate densities, home ownership and contextual design.”**
- **“Use redevelopment and other tools to address nuisance and deterioration issues, including uses that are deleterious to neighborhoods in general.”** (The City’s Comprehensive Plan) – This is a redevelopment tool to keep property from becoming deleterious to the neighborhood.
- **“Create diverse housing stock suitable for all abilities, ages and incomes.”**
- **“Encourage neighborhood stability.”**
- **“Enhance quality of the housing stock.”** (The City’s Comprehensive Plan)
- **“Preserve existing, historic housing stock.”** (The City’s Comprehensive Plan)
- **“Encourage sustainable housing developments.”** (The City’s Comprehensive Plan)

Planning Staff note that the structure at 262 Dixwell Avenue is listed in Historic Resource Inventories and is identified as contributing structures in the Winchester Repeating Arms Company National Historic District. The structure retains notable features of the historic facade. Any full or partial demolition of this structure proposed in the future is subject to City Charter Title III, Chapter 9, Article II, Section 9-50-Delay of demolition of historic resources.

**RECOMMENDATIONS**

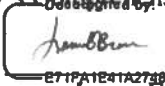
The Commission makes the following recommendations for the proposed acquisition:

- Robust community engagement should be conducted as rehabilitation plans are developed.
- Opportunities for local apprentices to be involved in the project should be pursued.
- Due to the site’s location, including proximity to the Farmington Canal Trail, special attention should be given to supporting bicycle and pedestrian access.
- Historic features on the façade of 262 Dixwell Avenue should be preserved.

**ADVICE:**

To approve based on this proposal’s alignment with the City’s Comprehensive Plan.

**ADOPTED:** February 15, 2023  
Leslie Radcliffe  
Chair

**ATTEST:**  February 22, 2023 | 2:57 PM EST  
Laura E Brown  
Executive Director, City Plan Department

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<sup>1</sup> Interior Lot - "a lot other than a corner lot with only one frontage on a street " (<http://parcelsales.scgov.net/Definitions.aspx>)  
<sup>2</sup> Pocket Park - "A small area accessible to the general public that is often of primarily environmental, rather than recreational, importance. They can be urban, suburban or rural and often feature as part of urban regeneration schemes in inner-city areas to provide areas where wild-life can establish a foothold." ([http://www.wordiq.com/definition/Pocket\\_park](http://www.wordiq.com/definition/Pocket_park))

**NEW HAVEN CITY PLAN COMMISSION ADVISORY REPORT**

**RE:** 263 DIXWELL AVENUE.  
MBLU: 282 0347 03700  
**Submitted by:** Evan Trachten, Livable Cities Initiative

Disposition of a city-owned two-family property to Beulah Land Development Corp.

**REPORT:** 1627-06  
**ADVICE:** Approve

**PROJECT SUMMARY:**

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**Applicant(s):** Beulah Land Development Corp  
**Price:**  
**Site:** 4,764 SF  
**Zone:** BA  
**Use:** Two-family house  
**Financing:**  
**City Lead:** Evan Trachten  
**Agency:** Livable City Initiative  
**Phone:** 203-946-8373

**ORDINANCE**

This request comes from the City’s Livable City Initiative Bureau (LCI) regarding the disposition of a vacant City-owned three-family house. This is in accordance with Section D(8) of the City’s Land Disposition Agreement Guidelines, “**The proposal shall be forwarded in the following sequence for further consideration: 1. PAD (approval required); 2. City Plan Commission (advisory review); and 3. LCI Board of Directors (approval required).**” Accordingly, the Planning Commission may provide an advisory report.

**BACKGROUND**

On November 30, 2022, the City Plan Commission recommended approval of a PAD referral for the acquisition of four properties on Dixwell Avenue, including 263 Dixwell Avenue (CPC Report #1622-02). The City is currently in the process of finalizing acquisition of the properties. The acquisition proposal noted that the City planned to then dispose of the 262 and 263 Dixwell Avenue properties to a nonprofit organization.

The City of New Haven now proposes to dispose of the two-family property at 263 Dixwell Avenue to Beulah Land Development Corp. The applicant will rehabilitate the property and maintain the property as a low to moderate affordable rental property at 50% - 80% AMI. The property will deed restricted for a minimum twenty (20) year period. This property must be maintained as an affordable rental property at 50%-80% AMI for not less than 20 years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Directors of Livable City Initiative (LCI), or the Board of Alders of the City of New Haven.

Planning Commission considerations include whether:

- The property is or should be used for municipal purposes.
- The site is not adjacent to a park to create additional park land.
- The property is an interior lot.<sup>1</sup>

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<sup>1</sup> Interior Lot - "a lot other than a corner lot with only one frontage on a street " (<http://parcelsales.scgov.net/Definitions.aspx>)

- The site could be used as a pocket park or community garden.<sup>2</sup>
- The comprehensive plan identifies or will identify resources within this area for which this parcel could be used.

**PLANNING CONSIDERATIONS:**

The proposal will achieve the following Comprehensive Plan Goals:

- Develop land uses that are compatible with the character of the surrounding area.
- **“Continue to use the city’s Land Disposition Agreement (LDA) to advance housing and neighborhood objectives, including appropriate densities, home ownership and contextual design.”**
- **“Use redevelopment and other tools to address nuisance and deterioration issues, including uses that are deleterious to neighborhoods in general.”** (The City’s Comprehensive Plan) – This is a redevelopment tool to keep property from becoming deleterious to the neighborhood.
- **“Create diverse housing stock suitable for all abilities, ages and incomes.”**
- **“Encourage neighborhood stability.”**
- **“Enhance quality of the housing stock.”** (The City’s Comprehensive Plan)
- **“Preserve existing, historic housing stock.”** (The City’s Comprehensive Plan)
- **“Encourage sustainable housing developments.”** (The City’s Comprehensive Plan)

Planning Staff note that the structure at 263 Dixwell Avenue is listed in Historic Resource Inventories and is identified as contributing structures in the Winchester Repeating Arms Company National Historic District. The structure retains notable features of the historic facade. Any full or partial demolition of this structure proposed in the future is subject to City Charter Title III, Chapter 9, Article II, Section 9-50-Delay of demolition of historic resources.

**RECOMMENDATIONS**

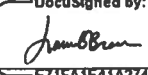
The Commission makes the following recommendations for the proposed acquisition:

- Robust community engagement should be conducted as rehabilitation plans are developed.
- Opportunities for local apprentices to be involved in the project should be pursued.
- Due to the site’s location, including proximity to the Farmington Canal Trail, special attention should be given to supporting bicycle and pedestrian access.
- Historic features on the façade of 263 Dixwell Avenue should be preserved.

**ADVICE:**

To approve based on this proposal’s alignment with the City’s Comprehensive Plan.

**ADOPTED:** February 15, 2023  
Leslie Radcliffe  
Chair

**ATTEST:**  February 22, 2023 | 2:57 PM EST  
DocuSigned by:  
E71FA1E41A27483  
 Laura E Brown  
 Executive Director, City Plan Department

<sup>2</sup> Pocket Park - "A small area accessible to the general public that is often of primarily environmental, rather than recreational, importance. They can be urban, suburban or rural and often feature as part of urban regeneration schemes in inner-city areas to provide areas where wild-life can establish a foothold." ([http://www.wordiq.com/definition/Pocket\\_park](http://www.wordiq.com/definition/Pocket_park))

**NEW HAVEN CITY PLAN COMMISSION ADVISORY REPORT**

**RE:** 177 WINTRHOP AVENUE (MBLU: 341 1282 01900).  
Disposition of a vacant three-family residential structure to Urban Equity Development Corporation (UEDC). The Property will be rehabilitated and sold to an owner-occupant. Located in the RM-2 Zoning District. (Submitted by: Evan Trachten, Livable City Initiative)

**REPORT:** 1626-03  
**ADVICE:** Approve

**PROJECT SUMMARY:**


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<b>Applicant(s):</b>	Urban Equity Development Corporation (UEDC)
<b>Price:</b>	\$3,000.00 (Disposition Price)
<b>Site:</b>	6,534 SF
<b>Zone:</b>	RM-2
<b>Use:</b>	Two-family house
<b>Financing:</b>	UEDC funds, grants, public funds, and lead funds
<b>City Lead:</b>	Evan Trachten
<b>Agency:</b>	Livable City Initiative
<b>Phone:</b>	203-946-8373

**ORDINANCE**

This request comes from the City's Livable City Initiative Bureau (LCI) regarding the disposition of a vacant City-owned three-family house. This is in accordance with Section D(8) of the City's Land Disposition Agreement Guidelines, "The proposal shall be forwarded in the following sequence for further consideration: 1. PAD (approval required); 2. City Plan Commission (advisory review); and 3. LCI Board of Directors (approval required)." Accordingly, the Planning Commission may provide an advisory report.

**BACKGROUND**


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The City seeks to sell the subject property to Urban Equity Development Corporation (UEDC), a local nonprofit, which will rehabilitate the property for use as an owner-occupied, two-family house with a 10-year owner-occupancy requirement. The disposition price to UEDC is \$3,000 which is the approved price for nonprofits doing affordable housing. UEDC would then sell the property below market value to an owner-occupant who is income-qualified. The rental units will be affordable at 80% AMI. The reduction in one unit (from three-family to two-family) is permitted as-of-right in the zone. Essentially, the LCI Board of Directors seeks guidance as to whether this property is or may be needed for municipal purposes.

**Planning Commission considerations, whether:**

- The property is or should be used for municipal purposes.
- The site is not adjacent to a park to create additional park land.
- The property is an interior lot.<sup>1</sup>
- The site could be used as a pocket park or community garden.<sup>2</sup>

<sup>1</sup> Interior Lot - "a lot other than a corner lot with only one frontage on a street " (<http://parcelsales.scgov.net/Definitions.aspx>)

<sup>2</sup> Pocket Park - "A small area accessible to the general public that is often of primarily environmental, rather than recreational, importance. They can be urban, suburban or rural and often feature as part of urban regeneration schemes in inner-city areas to provide areas where wild-life can establish a foothold." ([http://www.wordiq.com/definition/Pocket\\_park](http://www.wordiq.com/definition/Pocket_park))

- The comprehensive plan identifies or will identify resources within this area for which this parcel could be used.

**PLANNING CONSIDERATIONS:**

The proposal will achieve the following Comprehensive Plan Goals:

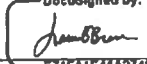
- Develop land uses that are compatible with the character of the surrounding area.
- **“Continue to use the city’s Land Disposition Agreement (LDA) to advance housing and neighborhood objectives, including appropriate densities, home ownership and contextual design.”**
- **“Use redevelopment and other tools to address nuisance and deterioration issues, including uses that are deleterious to neighborhoods in general.”** (The City’s Comprehensive Plan) – This is a redevelopment tool to keep property from becoming deleterious to the neighborhood.
- **“Create diverse housing stock suitable for all abilities, ages and incomes.”**
- **“Encourage neighborhood stability.”**
- **“Enhance quality of the housing stock.”** (The City’s Comprehensive Plan)
- **“Preserve existing, historic housing stock.”** (The City’s Comprehensive Plan)
- **“Encourage sustainable housing developments.”** (The City’s Comprehensive Plan)

**ADVICE:**

To approve based on this proposal’s alignment with the City’s Comprehensive Plan.

**ADOPTED:** February 1, 2023  
Leslie Radcliffe  
Chair

**ATTEST:**

  
February 7, 2023 | 10:02 AM EST  
Laura E. Brown  
Executive Director, City Plan Department

**LCI Board Special Meeting Minutes**  
**March 1, 2023 (Via Zoom)**

**PRESENT:** Hon. Ernie Santiago, Hon. Richard Furlow, Nadine Horton, Seth Poole, Michael Pinto (Office of Corporation Counsel), Evan Trachten (LCI staff)  
**Absent:** Patricia Brett, Taneha Edwards, Arlevia Samuel (Executive Director)

**Meeting called to order at 6:03 P.M.**

**Roll call of Members: Hon. Ernie Santiago, Hon. Richard Furlow Nadine Horton, Seth Poole**

**Review of LCI Board meeting minutes from January 25, 2023. A motion to approve was made by Nadine Horton, seconded by Alder Furlow, roll call of members was taken, approved unanimously.**

**New Business**

**262 Dixwell Avenue**

Evan told the Board the City of New Haven proposes to sell this two-family property to Beulah Land Development Corp at market value which is \$245,000. This property is part of the portfolio of properties the City is purchasing (262, 263, 265, and 269 Dixwell Avenue). This sale will complete the simultaneous acquisition and disposition of the properties. The Board of Alders recently approved this proposal. The applicant will rehabilitate the property and maintain the property as an affordable rental with an AMI of 50%-80% for a minimum period of 20-years. Evan noted the last LCI Board meeting suffered a posting notice issue so we are here today holding a special meeting for these items.

The property is currently occupied, and the City doesn't want to be a landlord, so we are planning to sell this property immediately upon taking title. The applicant will not displace the occupants as part of this project, the occupants will have the ability to return to their units after the property is rehabilitated, if they desire to do so. The residents will have the ability to move to 340 Dixwell or a vacant unit within 262 and 263 Dixwell during construction.

**Alder Furlow made a motion to approve the disposition of 262 Dixwell Avenue, seconded by Alder Santiago, roll call was taken, approved unanimously.**

**263 Dixwell Avenue**

Evan told the Board this proposal is very similar to the previous item. The City is proposing to sell this property for fair market value to Beulah Land Development for \$250,000. They will rehabilitate this two-family property as proposed in the previous item with the same terms and conditions. Evan said the occupants will be moved when there is a vacancy. The LDA will allow 18 months

to complete the project. The occupants may be able to move to 340 Dixwell or across the street to 262 Dixwell. Nobody will be displaced. The properties will be completely renovated at the end of this project. Alder Santiago asked to verify the price, Evan said its \$250,000. Alder Furlow noted it would be better to lock-in the AMI and not have such a broad range from 50%-80% AMI. A tighter range would be better. Evan told the Board given that we are selling this property at market value the range is broad, a property at 50% AMI would likely need a subsidy. Alder Furlow said he would support the sale.

**Alder Furlow made a motion to approve the disposition of 262 Dixwell Avenue, seconded by Alder Santiago, roll call was taken, approved unanimously**

**177 Winthrop Avenue**

Evan told the Board this is a three-family property that will be rehabilitated as a 2-family property. Evan said the sale price for this non-profit is \$2,000 per the guidelines, the cover sheet had a typo listing the price as \$3,000. The applicant Urban Equities Development Corporation is based in the Dwight area and made up of several neighborhood stakeholders. Evan said the City was going to rehabilitate the property but made it available to this non-profit because LCI is focused on project on Winchester Avenue, Grand Avenue, and George Street. The property requires a full rehabilitation. The property is located near the end of Winthrop Avenue by the Route 34 connector. The property must be sold to an owner occupant for a minimum 10-year occupancy period unless a longer period is required due to funding. The rental unit will be deed restricted at 80% AMI for 20 years. Evan said the construction budget is about \$350,000. Evan said the budget seems correct given increased constructions cost and labor costs, paying living wages, and the scope of work.

Alder Santiago asked which ward the property was in? Evan said the property is in Board President Tyisha Walker-Myers' ward. Alder Santiago asked why is the building being reduced to a two-family? Evan said the LCI model is to create an affordable rental unit and a large owner's unit by combining the second and third floors. Evan noted the existing units are small. Alder Furlow commented that it's important to keep as many units as possible. Reducing units is not consistent with the goals of our housing policy. We have updated our legislation over the last few years to permit ADU's and we should not remove units from the City whenever possible, this is part of our legislative agenda. He will support the item because the Alder of the Ward supports it.

**Seth Poole made a motion to approve the disposition of 177 Winthrop Avenue for \$2,000, seconded by Nadine Horton, roll call was taken, approved unanimously**



## **Old Business / Discussion**

Seth opened the discussion portion of the meeting. Nadine asked about adding ADU's as a discussion item at a future meeting to help educate the public and share information on this topic. Evan updated the Board about the status of the new Neighborhood Specialists. Evan said Arlevia sent Human Resources a request to hire new staff. It's in HR's hands now. Evan said he has been helping in several neighborhoods. Evan said staff can respond to any issues, please give him a call if you have any concerns. Seth thanked Evan for his commitment and work in the neighborhoods. Alder Furlow asked about the Neighborhood Specialists, did LCI ask to add new Neighborhood Specialists in the new budget? Evan said he wasn't sure, but there are currently three vacancies: the Hill, Dixwell, and Beaver Hills. Evan said the vacancies are a result to staff leaving as well as a promotion. Alder Furlow asked if there is a problem filling the positions or issues with the salary? Evan said there was a healthy pool of applicants and was unsure of the salary aspect of this situation.

**A motion to adjourn was made by Seth, seconded by Alder Santiago, all were in favor, approved unanimously.**

Meeting adjourned 6:29 PM

**PAD MEETING MINUTES**  
**February 15, 2023**

**PRESENT:** Hon. Gerald M. Antunes, BoA; Hon. Anna Festa, BoA, Steve Fontana, Economic Development; Nate Hougrand, City Plan; Evan Trachten, LCI; Clay Williams, Business Development

**Absent:** Maurine Villani, Tax Office

**Guests:** John Ward, Dean Mack

**Public:** Abdul-Razak Mohammed Zachariah

**Meeting called to order at 3:08 P.M. Roll Call of Committee members taken**

A motion to approve the PAD minutes from January 18, 2023 was made by Clay Williams seconded Alder Antunes, roll call was taken, minutes approved unanimously.

## New Business

### **0 Albia Street MBP (067 0953 00200)**

Evan told the committee the City is proposing to sell this sliver lot to the New Haven Port Authority at \$2.00 per square foot. The lot is about 3400 square feet. The parcel will be used for laydown purposes. Alders Antunes asked for the definition of laydown. Evan said goods are unloaded from ships and temporarily stored until the items are picked up and moved. Steve Fontana said laydown uses include temporary storage, construction staging, and truck storage. Alder Antunes asked if the parcel would be taxable, Evan said he believed it would be taxable. Evan noted the lot currently has illegal dumping on site (tires). Evan noted there is a lot of illegal dumping of tires across the City lately. The site is adjacent to the "Colony Hardware Site" and the parcel was not offered to them because it's vacant. The Port Authority owns the adjacent land. The Port Authority will be fencing their site. Alder Festa asked if it would be neat and organized. Evan said the site would be fenced and orderly.

**A motion was made by Clay Williams, seconded by Steve Fontana, roll call was taken, approved unanimously.**

### **144 Columbus Avenue**

Evan told the committee this is a sliver lot sale to Jose Pillco who is an owner occupant. The buyer pays \$0.25 per square foot as an owner occupant, \$1,042.50 is the purchase price. The land will be used for yard area. The sliver lot is a corner lot so it's not possible to develop a house at this location. The property is essentially a buffer strip. The City has done some maintenance, but the owner has also cared for this lot over the years. Alder Antunes said it's quite large at 4900 feet. Evan noted the setback for front yard are 17 feet which shrinks the lot, so residential development is not possible. Nate noted the rear yard requirement for develop is 25' and the side yards are 8', so it's not a good site for development. Alder Antunes asked a few questions: Can the buyer build a garage? Evan said yes. Nate confirmed a garage was possible. Can the buyer add a curb-cut, Nate said it would require approval from Transportation Traffic and Parking. Will the buyer be required to fix the sidewalk? Evan said no because that is very costly. Alder Festa asked if the owner will be responsible for snow removal? Evan said yes, he believes the owner has been maintaining this area. Steve noted the Google street-view shows the property boarded. Evan said

the property suffered a fire a few months ago and will be rehabilitated in the spring when the insurance is settled.

**A motion was made by Steve Fontana, seconded by Alder Antunes, roll call was taken, approved unanimously.**

### **71 County Street**

Evan told the committee the City is proposing to sell this building lot to Beulah Land Development Corp for \$2,000. They will develop a two-family owner-occupied structure. There is will a 10-year minimum occupancy period and the rental unit will be deed restricted at 80% or below for a minimum period of 20-years. Non- profits pay \$1000 per units per the PAD guidelines. The lot is a conforming parcel so it's easy to develop. This site was previously approved for the Elks Lodge, but they purchased a different site. The Alder supports the sale, there is an email in the file. The City will retain 75 County Street which is an adjacent lot. Alder Antunes asked when the construction will begin, Evan said he believes it will begin this summer. No zoning relief will be required. Alder Festa asked if this will be taxable, Evan said yes, although they may be eligible for a reduced assessment because of the deed restricted affordable unit. Alder Festa asked about the size of the apartments, how many bedrooms? Evan said the property is typically 2 or 3 bedrooms on the first floor, and 3 or 4 bedrooms on the second and third floors.

**A motion was made by Alder Antunes, seconded by Alder Festa, roll call was taken, approved unanimously**

### **262 Dixwell Avenue**

Evan told the committee we are proposing to sell this two-family property to Beulah Land Development Corp at market value which is \$245,000. The buyer will maintain the property as an affordable rental at 50%-80% AMI for a minimum affordability period of 20-years. The affordability term could be longer based on the funding the applicant may utilize to rehabilitate the structure. The structure is currently occupied. The tenants will be relocated when the property is renovated. The plan is to offer an apartment at 340 Dixwell which is under construction. Alder Festa asked about the timeframe. Evan said this is part of simultaneous acquisition disposition. In the future 340 Dixwell will be completed but Evan isn't sure on the completion date. Evan believes the City would acquire this property in March 2023. Evan noted the other properties from the Ocean Management Portfolio (265 Dixwell Avenue (Monterey), and 269 Dixwell Avenue) will be retained by the City. Alder Festa asked if the properties would be taxable. They properties will be taxable, but they would be eligible for a discount because of the reduced rent. Nate wanted to confirm this is a two-family property, Evan said yes, there are no plans to increase the density

**A motion was made by Alder Antunes, seconded by Clay Williams, roll call was taken, approved unanimously**

### **263 Dixwell Avenue**

Evan told the committee we are proposing to sell this 2-family property to Beulah Land Development Corp at market value which is \$250,000. The buyer will maintain the property as an affordable rental at 50%-80% AMI for a minimum affordability period of 20-years. The affordability term could be longer based on the funding the applicant may utilize to rehabilitate the structure. The structure is currently occupied. The tenants will be relocated when the property is renovated.

The plan is to offer an apartment at 340 Dixwell which is under construction. Alder Festa asked about the timeframe. Evan said this is an identical proposal to our last item. This property is also an occupied structure.

**A motion was made by Clay Williams, seconded by Alder Antunes, roll call was taken, approved unanimously**

### **572 Winthrop Avenue**

Evan said the City is proposing to sell this property as a non-profit sale to Beulah Land Development for \$1,000 because the property is a single family. This property was a "cat house" that LCI acquired via an Anti-blight foreclosure in 2020. LCI was planning to sell this about a year ago but the previous Alder didn't support the sale because he wanted LCI to sell the property to one of the adjacent property owners. The property is blighted and needs immediate attention. There is a hole in the roof but it's salvageable. The lot is narrow and deep. There was a family of racoons living in the property, the City resolved that issue. Evan urged support for this sale. The property will be subject to a 10-year owner occupancy requirement. Nate noted if the property was demolished, the buyer would require Board of Zoning approval to rebuild. Alder Festa asked about why it would need zoning approval if demolished. Nate explained the regulations within the Zoning code. Alder Festa noted this parcel is about the same size as the sliver lot sale at 144 Columbus Avenue. Evan said the Columbus Avenue parcel was a corner lot and that makes a huge difference for development, this parcel is mid-block.

Alder Festa asked why didn't the previous Alder want to sell this property to Beulah? Evan said the previous Alder wanted to sell the property to the adjacent property owners because they had to deal with this property for many years. The LCI Director wanted it to be sold to one of our non-profit partners due to the limited inventory of City owned properties. The current Alder support this sale, there is also a letter of support from the management team. The property will be taxable. The developer will have 6 months to begin construction and 18 months total to complete the project. The buyer will be eligible for an assessment deferral which keeps the current assessment on the property and then phase-in the improvements. Alder Antunes asked why LCI didn't sell this to the neighbors? Evan said LCI feeds properties to local non-profits, also the adjacent owners already were homeowners, and lastly, non-profit sales create new homeowners. Our Director didn't support the sale to the neighbors because of our development goals. Alder Antunes and Alder Festa noted the City should have given the neighbors the opportunity to purchase the property. Evan said historically, LCI would sell City owned properties to local non-profits and surplus the remaining properties and sell them to the public. LCI has extremely limited inventory. Alder Festa asked about the future sale price, would the non-profit make a profit on the sale of the property? Evan said no, the property is sold below market value and the buyer must be income qualified.

**A motion was made by Steve Fontana, seconded by Clay Williams, roll call was taken, approved (5-1 Alder Antunes voted no).**

### **PAD Guidelines**

Evan discussed the status of the PAD Guidelines. Evan said the Development Administrator asked LCI to add one sentence to the Guidelines about the Land Bank. Evan also noted that he sent an email from Cliff in the assessor's office about non-profit sales being taxable. Corporation Counsel is looking into the Urban Homestead Act and will follow up on this topic at our next meeting. Evan would like to leave this item tabled; he is not in a rush to push the guideline through. Alder Festa

asked about tax abatement. Evan noted sliver lot tax abatement are different from property abatements.

### **Land Bank**

Economic Development Officer Dean Mack made a presentation about the New Haven Land Bank. Currently Dean is doing outreach. The Land Bank proposal will be submitted to the Board of Alders in March as an ordinance proposal. There is \$5 million in ARPA funding allocated for the Land Bank. Dean said a land bank will allow the City to move more quickly on acquisitions, currently our process is lengthy. Dean gave an overview of the steps taken to arrive at this proposal. Dean told the committee about the Hartford Land Bank. Waterbury also has a land bank. The New Haven landscape is different so our land bank will be different. Our land bank will focus on selling to local minority contractors. Dean described the proposed Board of the Land Bank as containing 7 members: 4 City staff as ex-officio plus 3 members of the public including an Alder appointed by the president of the Board of Alders. Dean reviewed the proposed budget, only 10% of which would go to staff salaries.

Dean gave a timeline, and he hopes the land bank is approved by July 2023. Alder Antunes asked about the Board of Directors structure. Dean said 4 City staff: the Mayor, City Plan Director, LCI Director, Economic Development Administrator would be ex-officio member, plus 3 others, one of whom would be an Alder, plus two members of the community. Alder Antunes asked, why only one Alder? Dean said this was discussed at Leadership, but he wasn't part of the conversation. Alder Antunes thought more Alder representation was needed. Dean noted there will be a lot of opportunities for feedback. Alder Festa asked a question, how does the land bank take ownership of the properties? John Ward said the goal is for the land bank to acquire properties quickly in the open market. The City will not be the buyer, the land bank is the buyer. The land bank will allow for strategic acquisitions to support development, sales to non-profits, and will be an extension of LCI / Economic Development. Evan said it will allow the City via the land bank to go to foreclosure sales, currently we do not have that ability. Evan said having that ability is essential for development. Dean noted the land bank will likely acquire properties and transfer them back to LCI. Alder Festa asked about how many foreclosure auctions occur in New Haven? Evan said there are a lot of auctions each Saturday, but he doesn't have the exact number. Evan said the local real estate market is moved by investors. The City is a passive bystander. In the future we will be able to participate as a buyer via the land bank.

Evan opened the floor for new discussion items, there were none.

**A motion to adjourn was made by Clay Williams, seconded by Steve Fontana, all were in favor.**

**Meeting Adjourned 4:28 P.M.**

**PAD MEETING MINUTES**  
**January 18, 2023**

**PRESENT:** Hon. Gerald M. Antunes, BoA; Hon. Anna Festa, BoA, Steve Fontana, Economic Development; Nate Hougrand, City Plan; Evan Trachten, LCI; Clay Williams, Business Development  
**Absent:** Maurine Villani, Tax Office

**Meeting called to order at 3:10 P.M. Roll Call of Committee members taken**

A motion to approve the PAD minutes from December 21, 2022 was made by Alder Antunes, seconded by Clay Williams, roll call was taken, minutes approved unanimously.

## New Business

### 177 Winthrop Avenue

Evan told the committee that LCI is proposing to sell this three-family property to a local non-profit Urban Equity Development Corporation for \$3,000 which is the approved price for non-profits doing affordable housing. The applicant will rehabilitate the property and sell it to an owner occupant with a minimum 10-year occupancy period. The property is near Martin Luther King Boulevard. The applicant has funding to rehabilitate the property. The applicant provided a development schedule and information about funding. The property needs a full renovation. This will be the first project for this non-profit. The property will be sold below market value as an affordable property. Alder Antunes noted the applicant's paperwork shows the property will be rehabilitated as two units. Nate told the committee the applicant can reduce the density to two units as of right without any zoning approval. Alder Antunes told the committee he discussed this with the Alder of the Ward Tyisha Walker-Myers and she supports this sale. Clay asked if it was a conflict to sell this property because some of this entity's principle members are City employees or have relationships with staff. Evan told the committee this was reviewed by Corporation Counsel and there is no conflict because the entity is a non-profit and nobody takes a salary.

Clay noted when the City acquired this property a few years ago the plan was for LCI to rehabilitate it. Clay asked why isn't the City doing the rehabilitation of this property? Evan told the committee that LCI decided to focus on other projects such as George Street, Grand Avenue, and Winchester Avenue. The redevelopment plan changed for this property; this happens sometimes just like with 188 Bassett Street. The outcome will be the same, affordable housing will be created. Clay asked about the affordability of the project. Evan said the rental units will be 80% AMI for 20 years, and the buyer will also need to be income qualified. There will likely be several applicants to purchase this property when the rehabilitation is complete, all applicants will need to be income eligible. The property can't be sold to corporation, it will be sold to an individual for a 10-year owner occupancy period. Alder Festa asked why isn't the occupancy requirement forever? Evan noted the owner can sell the property to another owner-occupant to complete the 10-year occupancy period to satisfy any remaining portion of the occupancy period. When the period ends, the property can be sold at market value to anyone. An affidavit is sent to the City to verify the occupancy of any purchaser during the 10-year restriction. The LDA will appear in the title search and the buyer's lawyer will contact the City about this requirement. Alder Festa said 10 years isn't enough, it should be in perpetuity. Evan told the committee this was discussed at LCI Board, and a former

LCI Board member Neil Currie studied this topic in graduate school and studies have shown this type of restriction hurts the buyer's wealth growth and wealth generation over time. LCI increased its occupancy policy from 5 years to 10 years. LCI doesn't want to limit a buyer's wealth growth. Alder Festa said she understand the concern. Given the property is sold to a low-to-moderate income buyer the AMI for the rental units can't be 60% because it won't generate enough income for the owner.

**A motion was made by Alder Antunes seconded by Alder Festa, roll call was taken, approved unanimously.**

#### **PAD Guidelines**

Evan discussed the proposed changes to the PAD Guidelines. The biggest proposed change is to decrease the number of committee members from 10 to seven. Other proposed changes include removing the objective of decreasing densities, increasing the cost of commercial sliver lots, and removing the section about "sales to religious entities" which violates a federal law known as RILUPA. Evan noted over the last 15 years the PAD committee was comprised of the departments at the meeting today. The Committee has continued to meet as we have historically. The other updates are making the guidelines gender neutral by changing aldermen to alders. Also proposed is to officially increase the owner occupancy period from 5 year to 10 year and to make affordable rentals a 20-year minimum. The Guidelines require staff to review them every 5 years and it has been over 10 years since the last update.

Clay asked about acquisitions and the lack of any guidelines. Evan noted all acquisitions require approval from the Board of Alders and having guidelines could limit our ability, we need flexibility in this realm. We didn't add any regulations about acquisitions because of the approval process has so much review and oversight. We do acquisitions for many different reasons such as neighborhood stabilization. Clay mentioned we acquired 188 Bassett Street to create a neighborhood laundry but that was never developed. Evan noted there are a lot of checks and balances governing acquisitions and thus we have a good framework and stringent guidelines would hamper our development ability. Evan thought acquisition guidelines would be more appropriate for the Land Bank. We need flexibility in the PAD process for acquisitions.

Clay mentioned ending tax abatements for sliver lots. Several committee members echoed Clay's suggestion. Evan told the committee the PAD Guidelines do not grant sliver lot tax abatements. The abatement come from the Urban Homestead act which was adopted by the Board of Alders. There is a separate legislative process via the Board of Alders to make changes. The PAD Guidelines govern the price of sliver lots, this committee can increase the prices if desired. There was discussion about tax abatement and sliver lot pricing. The City doesn't need to offer discount prices and tax abatements.

Sales of building lots to non-profits was discussed. Evan said no tax abatements occur as far as he is aware. The pricing to non-profits is low because no profit is made on the sale. Properties are sold below market value to the end buyer. Evan will seek more information about non-profit tax abatements on this type of sale. Clay asked a few questions about tax abatements for non-profits. Evan will get clarity from the Assessor's office. Clay noted the assessment deferral program is available to non-profits. Alder Festa asked to confirm if non-profits pay taxes on buildable parcels. Clay doesn't support selling at a low price and give a tax abatement. Several committee members agree with Clay.

Alder Antunes questioned the 10-year sliver lot tax abatement and 5-year phase-in, why do we do this? Evan said it was approved by the Board of Alders. The benefit does not come from the PAD

Guidelines. Evan will follow up with Corporation Counsel about this question. LCI is designated as an urban homestead agency. The City grants this benefit automatically. Clay noted its up to the Alders to change the policy. Evan thought it would require an ordinance amendment. Evan noted our purview is the sliver lot pricing. Alder Festa asked why we don't sell sliver lot for the development of tiny-houses? Nate noted a non-conforming lot can only support a single-family house. It is possible to site a tiny house on a sliver lot, but the City has not supported the development of tiny houses. Evan believes it was a policy decision to not re-crowd the neighborhood mixing tiny houses with existing structures. A tiny house is not an ADU under our zoning regulations. The City has prioritized using sliver lots for side-yards, gardens, and other uses.

Alder Festa noted we need clarification on non-profits paying taxes before we can move this item. Alder Antunes would like to know why some Church property is exempt even though it's not used for a church purpose. Evan noted the Assessor's office should be able to shed some light on this topic. Clay noted our conversation is about tax policy. Alder Festa told the committee she sent a communication about this topic but no action was take by the Board of Alders. Alder Antunes and Alder Festa will look into this topic.

**A motion to table the PAD Guidelines was made by Clay Williams, seconded by Alder Festa, all were in favor.**

**Clay thanked Evan for his hard work on this matter and his work with this committee. Alder Festa seconded Clay's thanks. Evan thanked the committee for their work. Evan also thanked Zoom for bringing us together and making attendance much easier.**

**A motion to adjourn was made by Alder Festa, seconded by Alder Antunes, all were in favor.**

**Meeting Adjourned 4:01 P.M.**



## LIVABLE CITY INITIATIVE –PROPERTY DIVISION

### Disposition Summary Sheet

#### Property Description

Property Address 262 Dixwell Avenue		Map-Block-Parcel 294 0343 00700	Zoning BA	Ward 21	Property Type Residential / Multi-Family	Total legal units 2
2021 Assessment Value (100%)				70% of Assessment For Tax Purposes	Property Size	
Land + OB \$ 47,900	Building 154,500	Other N/A	Total Value \$ 202,400	\$ 141,680	Lot Size 35' X 179'	Total sq. ft. 6195 Sq./ Ft. Per Assessor

#### Property Value Information

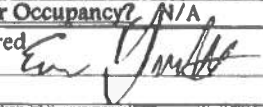
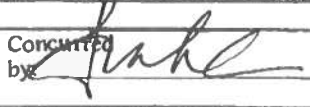
Appraised Value \$ 245,000	Appraised by William F. Esposito, Jr.	Date 1/19/2023	Type of Sale Negotiated	Offered amount \$245,000	Rehab costs TBD	LCI Recommended \$245,000
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#### Prior Notifications Sent to

Aldersperson Yes X No <input type="checkbox"/>	Name of Aldersperson Hon. Maceo Streater 21 <sup>st</sup> Ward	Management Team N/A	Other interested parties No
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#### Applicant's Information

Applicant's name, address & telephone: Beulah Land Development Corp 774 Orchard Street New haven CT 06511		Name, address & telephone of contact person: C/O Darrell Brooks	
Applicant's City property tax status: Current	Review date 2/6/23	Reviewed by: Staff	Comments Current
<b>Proposal:</b> The City of New Haven Livable City Initiative proposes the disposition of a two- family residential property.			
<b>General discussion</b> The City of New Haven proposes to dispose of a two-family property to Beulah Land Development Corp. The applicant will rehabilitate the property and maintain the property as a low to moderate affordable rental property at 50% - 80% AMI. <u>The property will deed restricted for a minimum twenty (20) year period. This property must be maintained as an affordable rental property at 50%-80% AMI for not less than 20 (20) years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Directors of Livable City Initiative (LCI), or the Board of Alders of the City of New Haven.</u>			
Owner Occupancy? N/A			

Prepared by:  Date 2/6/2023 Concurred by:  Date 2/6/23

Committee	Date	Action
PAD	2/15/2023	
City Plan	2/15/2023	
L.C.I.	2/22/2023	
Board of Alders	3/6/2023	

**PRIOR NOTIFICATION FORM**

**NOTICE OF MATTER TO BE SUBMITTED TO  
THE BOARD OF ALDERS**

TO : Hon. Maceo Streater 21<sup>st</sup> Ward

DATE: February 6, 2023

FROM: Department Livable City Initiative  
Person Evan Trachten  Telephone X 8373

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

Disposition of two-family residential structure at 262 Dixwell Avenue to Beulah Land Development Corp who will rehabilitate the property and maintain the property as an affordable rental at 50%-80% AMI for a minimum 20 year affordability term.

- 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 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.

Property Location 262 DIXWELL AV Account # 294 0343 00700 Map ID 294 0343 00700 / Bldg # 1 State Use 1040  
 Vision ID 18298 CURRNT OWNER OCEAN 104 DEL LLC UTILITIES 57477 ROAD LOCATION RES LAND DWELLING Bldg Name Sec # 1 of 1  
 CURRNT ASSESSMENT 6093 NEW HAVEN CT 06515  
 PO BOX 2870  
 NEW HAVEN CT 06515  
 GIS ID 18298

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2021	1-1	47,900	2020	1-1	33,530	2019	1-1	33,530
2021	1-3	154,500	2020	1-3	108,150	2019	1-3	108,150
<b>Total</b>		<b>202,400</b>	<b>Total</b>		<b>202,400</b>	<b>Total</b>		<b>202,400</b>

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2021	1-1	47,900	2020	1-1	33,530	2019	1-1	33,530
2021	1-3	154,500	2020	1-3	108,150	2019	1-3	108,150
<b>Total</b>		<b>202,400</b>	<b>Total</b>		<b>202,400</b>	<b>Total</b>		<b>202,400</b>

**RECORD OF OWNERSHIP**  
 OCEAN 104 DEL LLC  
 530 EASTERN NH LLC  
 GREEN MACHINE NH LLC  
 262 DIXWELL AVENUE LLC  
 DWIGHT RE LLC

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2021	1-1	47,900	2020	1-1	33,530	2019	1-1	33,530
2021	1-3	154,500	2020	1-3	108,150	2019	1-3	108,150
<b>Total</b>		<b>202,400</b>	<b>Total</b>		<b>202,400</b>	<b>Total</b>		<b>202,400</b>

**EXEMPTIONS**  
 Description Amount Code Description Number Amount Comm Int

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2021	1-1	47,900	2020	1-1	33,530	2019	1-1	33,530
2021	1-3	154,500	2020	1-3	108,150	2019	1-3	108,150
<b>Total</b>		<b>202,400</b>	<b>Total</b>		<b>202,400</b>	<b>Total</b>		<b>202,400</b>

**APPRaised VALUE SUMMARY**  
 Appraised Blg. Value (Care) 154,500  
 Appraised XI (B) Value (Blg) 0  
 Appraised Ob (B) Value (Blg) 0  
 Appraised Land Value (Blg) 47,900  
 Total Appraised Parcel Value 202,400  
 Valuation Method C

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2021	1-1	47,900	2020	1-1	33,530	2019	1-1	33,530
2021	1-3	154,500	2020	1-3	108,150	2019	1-3	108,150
<b>Total</b>		<b>202,400</b>	<b>Total</b>		<b>202,400</b>	<b>Total</b>		<b>202,400</b>

**OTHER ASSESSMENTS**  
 Description Amount Code Description Number Amount Comm Int

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2021	1-1	47,900	2020	1-1	33,530	2019	1-1	33,530
2021	1-3	154,500	2020	1-3	108,150	2019	1-3	108,150
<b>Total</b>		<b>202,400</b>	<b>Total</b>		<b>202,400</b>	<b>Total</b>		<b>202,400</b>

**BUILDING PERMIT / RECORD**  
 Perml # Issue Date Type Description Amount Insp Date % Comp Date Comp Comments

Perml #	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments
98-028	01-30-1998	C/	Legal Completion	0	01-30-1998	100	01-30-1998	VISUAL
106849	09-23-1997	RH	Rehab	5,000		100		INT RENO 1ST & 2ND FLOOR
106553	07-11-1997	RH	Rehab	2,000		100		REHAB 3RD FLOOR SHEET

**LAND VALUE VALUATION SECTION**  
 Description Zone LA Land Type Land Units Unit Price Size Adj Site Index Cond. Nbrhd Nbrhd Adj

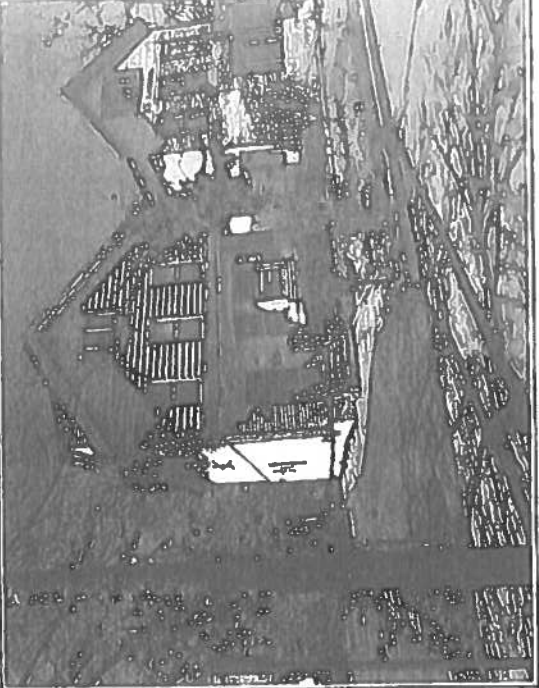
Description	Zone	LA	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbrhd	Nbrhd Adj
Two Family	BA 0	0		6,195 SF	8,591.000000	5	1.00	1600	0.900	

**LAND VALUE VALUATION SECTION**  
 Location Adjustment Adj Unit P Land Value

Location Adjustment	Adj Unit P	Land Value
1,0000	7.73	47,900

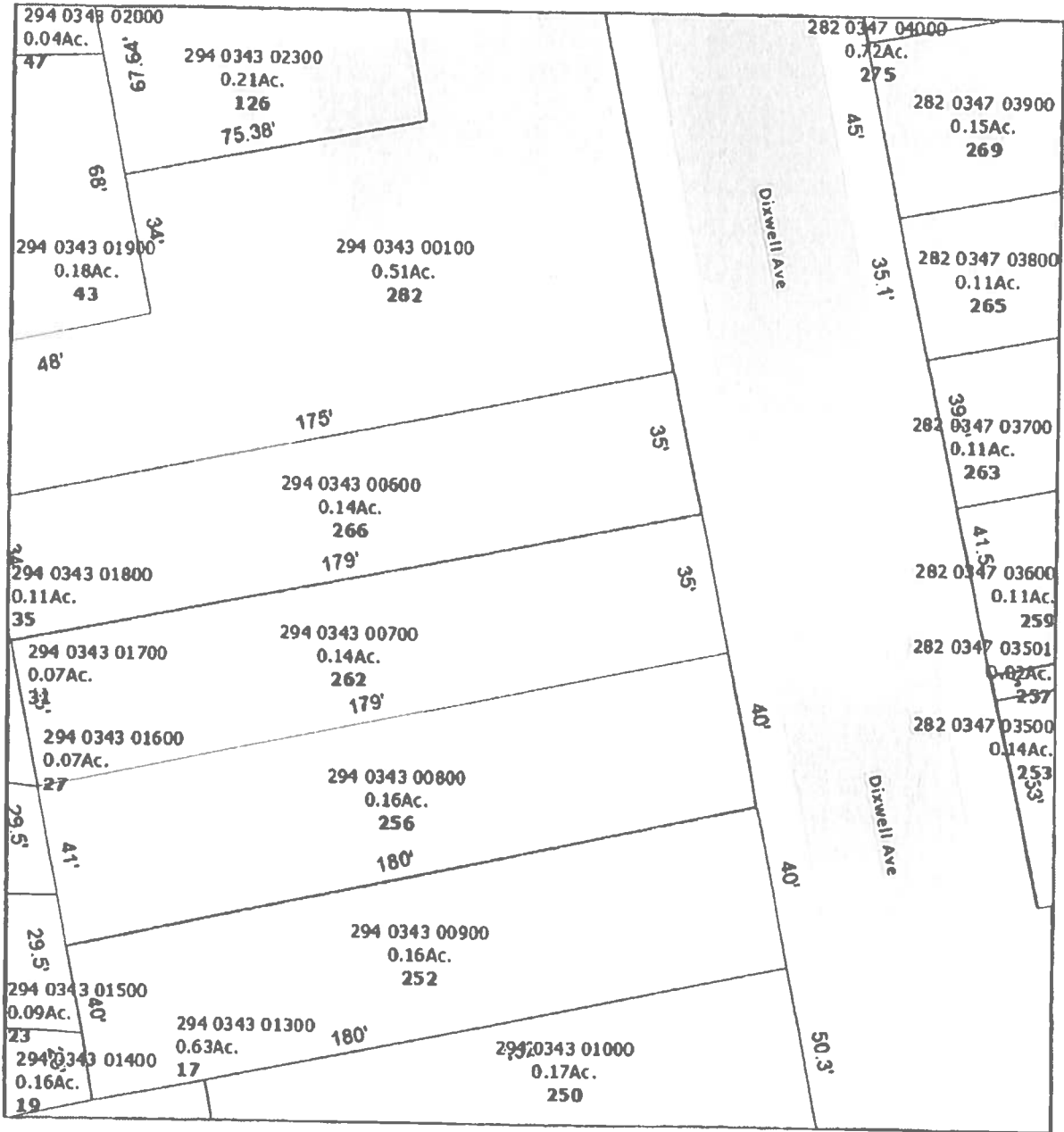
**VISION**

CONSTRUCTION DETAIL		Element	Description	CB	CD	Description
09	2 Family					
02	Multi-Fam 2-4					
C	Average					
2.5	2 1/2 Stories					
2	Vinyl Siding					
25	Aluminum Siding					
26	Gable/Hip					
03	Asphalt					
03	Plaster/Drywal					
03	Interior Wall 1					
03	Interior Wall 2					
12	Fin W/D/Carpet					227,173
02	Oil/Gas					
05	Hot Water					
01	None					
05	5 Bedrooms					
05	Total Bedrooms					
3	Total Baths:					
0	Total Half Baths					
11	Total Xtra Feats					
11	Total Rooms:					
02	Bath Style:					
02	Average					
G	Kitchen Style:					
G	Average					
1608	Interior Condito					
	Fin Bsmnt Area					
	Fin Bsmnt Qual					
	NBHD Code					NEWMALLVILLE



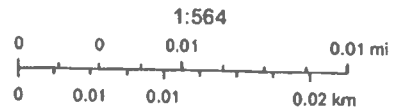
CONSTRUCTION DETAIL (CONTINUED)		Element	Description	CB	CD	Description				
CONDO DATA										
Parcel ID										
Adjust Type										
Condo Flr										
Condo Unit										
COST / MARKET VALUATION										
Building Value New						227,173				
Year Built						1900				
Effective Year Built						1989				
Depreciation Code						A				
Remodel Rating										
Year Remodeled						32				
Depreciation %						0				
Functional Obsol						0				
Extermat Obsol						0				
Trend Factor						1				
Condition										
Condition %						66				
Percent Good						154,500				
RCNLD										
Dep % Ovr										
Dep Ovr Comment										
Misc Imp Ovr										
Misc Imp Ovr Comment										
Cost to Cure Ovr										
Cost to Cure Ovr Comment										
05 - CONSTRUCTION & YARD ITEMS / 07 - BUILDING EXTRA FEATURES										
Code	Description	UB	Unas	Unit Price	Vr Bt	Conad. Cd	% Gd	Grade	Glasso Adj.	Appr. Value
BUILDING SUMMARY SECTION										
Code	Description	UB	Unas	Unit Price	Vr Bt	Conad. Cd	% Gd	Grade	Glasso Adj.	Appr. Value
BAS	First Floor	836								79,630
FHS	Finished Half Story	543								51,721
FOP	Open Porch	0								286
FUS	Finished Upper Story	836								79,630
UBM	Unfinished Basement	0								15,907
TU Gross Lvr / Lease Area										22,115
TU Gross Lvr / Lease Area										2,365
TU Gross Lvr / Lease Area										22,114

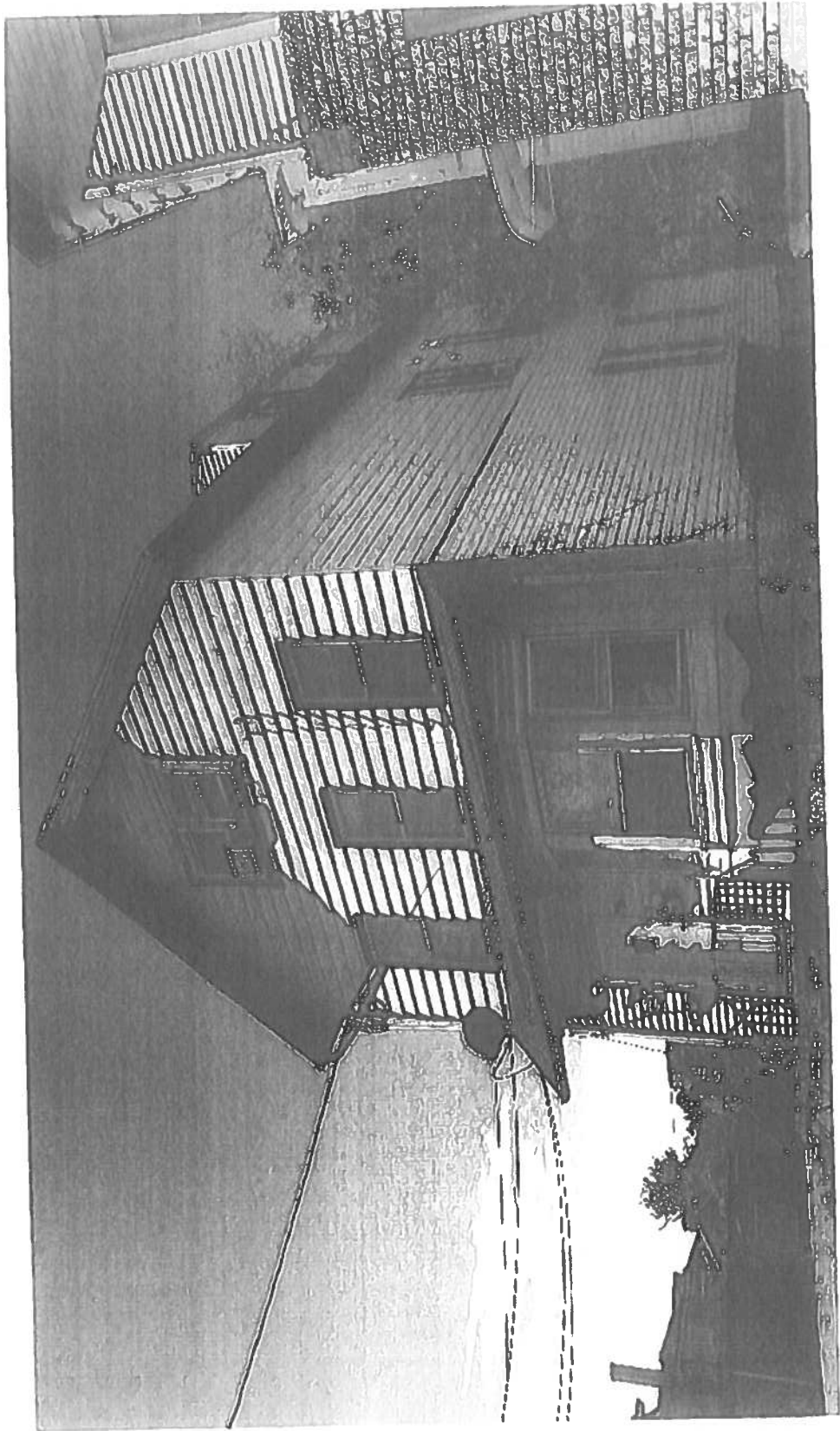
# Disposition of 262 Dixwell Avenue



10/24/2022, 2:50:21 PM

NH Parcels Web





**NEW HAVEN CITY PLAN COMMISSION ADVISORY REPORT**

**RE:**            **262 DIXWELL AVENUE.**  
                  **MBLU: 294 0343 00700**  
                  **Submitted by: Evan Trachten, Livable Cities Initiative**

Disposition of a city-owned two-family property to Beulah Land Development Corp.

**REPORT:**        **1627-05**  
**ADVICE:**        **Approve**

**PROJECT SUMMARY:**

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**Applicant(s):**    Beulah Land Development Corp  
**Price:**  
**Site:**            6,195 SF  
**Zone:**            BA  
**Use:**             Two-family house  
**Financing:**  
**City Lead:**     Evan Trachten  
**Agency:**       Livable City Initiative  
**Phone:**         203-946-8373

**ORDINANCE**

This request comes from the City’s Livable City Initiative Bureau (LCI) regarding the disposition of a vacant City-owned three-family house. This is in accordance with Section D(8) of the City’s Land Disposition Agreement Guidelines, **“The proposal shall be forwarded in the following sequence for further consideration: 1. PAD (approval required); 2. City Plan Commission (advisory review); and 3. LCI Board of Directors (approval required).”** Accordingly, the Planning Commission may provide an advisory report.

**BACKGROUND**

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On November 30, 2022, the City Plan Commission recommended approval of a PAD referral for the acquisition of four properties on Dixwell Avenue, including 262 Dixwell Avenue (CPC Report #1622-02). The City is currently in the process of finalizing acquisition of the properties. The acquisition proposal noted that the City planned to then dispose of the 262 and 263 Dixwell Avenue properties to a nonprofit organization.

The City of New Haven now proposes to dispose of the two-family property at 262 Dixwell Avenue to Beulah Land Development Corp. The applicant will rehabilitate the property and maintain the property as a low to moderate affordable rental property at 50% - 80% AMI. The property will deed restricted for a minimum twenty (20) year period. This property must be maintained as an affordable rental property at 50%-80% AMI for not less than 20 years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Directors of Livable City Initiative (LCI), or the Board of Alders of the City of New Haven. Essentially, the LCI Board of Directors seeks guidance as to whether this property is or may be needed for municipal purposes.

Planning Commission considerations, whether:

- The property is or should be used for municipal purposes.
- The site is not adjacent to a park to create additional park land.

- The property is an interior lot.<sup>1</sup>
- The site could be used as a pocket park or community garden.<sup>2</sup>
- The comprehensive plan identifies or will identify resources within this area for which this parcel could be used.

**PLANNING CONSIDERATIONS:**

The proposal will achieve the following Comprehensive Plan Goals:

- Develop land uses that are compatible with the character of the surrounding area.
- **“Continue to use the city’s Land Disposition Agreement (LDA) to advance housing and neighborhood objectives, including appropriate densities, home ownership and contextual design.”**
- **“Use redevelopment and other tools to address nuisance and deterioration issues, including uses that are deleterious to neighborhoods in general.”** (The City’s Comprehensive Plan) – This is a redevelopment tool to keep property from becoming deleterious to the neighborhood.
- **“Create diverse housing stock suitable for all abilities, ages and incomes.”**
- **“Encourage neighborhood stability.”**
- **“Enhance quality of the housing stock.”** (The City’s Comprehensive Plan)
- **“Preserve existing, historic housing stock.”** (The City’s Comprehensive Plan)
- **“Encourage sustainable housing developments.”** (The City’s Comprehensive Plan)

Planning Staff note that the structure at 262 Dixwell Avenue is listed in Historic Resource Inventories and is identified as contributing structures in the Winchester Repeating Arms Company National Historic District. The structure retains notable features of the historic facade. Any full or partial demolition of this structure proposed in the future is subject to City Charter Title III, Chapter 9, Article II, Section 9-50-Delay of demolition of historic resources.

**RECOMMENDATIONS**

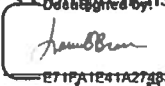
The Commission makes the following recommendations for the proposed acquisition:

- Robust community engagement should be conducted as rehabilitation plans are developed.
- Opportunities for local apprentices to be involved in the project should be pursued.
- Due to the site’s location, including proximity to the Farmington Canal Trail, special attention should be given to supporting bicycle and pedestrian access.
- Historic features on the façade of 262 Dixwell Avenue should be preserved.

**ADVICE:**

To approve based on this proposal’s alignment with the City’s Comprehensive Plan.

**ADOPTED:** February 15, 2023  
Leslie Radcliffe  
Chair

**ATTEST:**  February 22, 2023 | 2:57 PM EST  
Laura E Brown  
Executive Director, City Plan Department

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<sup>1</sup> Interior Lot - "a lot other than a corner lot with only one frontage on a street " (<http://parcelsales.scgov.net/Definitions.aspx>)  
<sup>2</sup> Pocket Park - "A small area accessible to the general public that is often of primarily environmental, rather than recreational, importance. They can be urban, suburban or rural and often feature as part of urban regeneration schemes in inner-city areas to provide areas where wild-life can establish a foothold." ([http://www.wordiq.com/definition/Pocket\\_park](http://www.wordiq.com/definition/Pocket_park))



## LIVABLE CITY INITIATIVE –PROPERTY DIVISION

### Disposition Summary Sheet

#### Property Description

Property Address 263 Dixwell Avenue		Map-Block-Parcel 282 0347 03700	Zoning BA	Ward 22	Property Type Residential Multi Family	Total legal units 2
2021 Assessment Value (100%)				70% of Assessment For Tax Purposes	Property Size	
Land + OB \$ 46,600	Building \$126,60	Other N A	Total Value \$ 173,100	\$ 121,240	Lot Size 40' X 120'	Total sq. ft. 4 64 Sq/ Ft. Per Assessor

#### Property Value Information

Appraised Value	Appraised by	Date	Type of Sale	Offered amount	Rehab costs	LCI Recommended
\$ 250,000	William F. Esposito, Jr.	1/19/2023	Negotiated	\$250,000	TBD	\$250,000

#### Prior Notifications Sent to

Aldersperson	Name of Aldersperson	Management Team	Other interested parties
Yes X No <input type="checkbox"/>	Hon Jeannette Morrison 22 <sup>nd</sup> Ward	N/A	No

#### Applicant's Information

Applicant's name, address & telephone:		Name, address & telephone of contact person:	
Applicant's City property tax status:	Review date	Reviewed by:	Comments
Current		Staff	Current
<b>Proposal:</b> The City of New Haven Livable City Initiative proposes the disposition of a two-family residential property.			
<b>General discussion</b> The City of New Haven proposes to dispose of a two-family property to Beulah Land Development Corp. The applicant will rehabilitate the property and maintain the property as a low to moderate affordable rental property at 50% - 80% AMI. <u>The property will deed restricted for a minimum twenty (20) year period. This property must be maintained as an affordable rental property at 50%-80% AMI for not less than 20 (20) years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Directors of Livable City Initiative (LCI), or the Board of Alders of the City of New Haven.</u>			
Owner Occupancy? N/A			

Prepared by: [Signature] Date 2/6/2023 Concurred by: [Signature] Date 2/6/23

Committee	Date	Action
PAD	2/15/2023	
City Plan	2/15/2023	
L.C.I.	2/22/2023	
Board of Alders	3/6/2023	

## PRIOR NOTIFICATION FORM

### NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO : Hon. Jeanette Morrison Ward

DATE: February 6, 2023

FROM: Department Livable City Initiative  
Person Evan Trachten (EP) Telephone X 8373

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

Disposition of two-family residential structure at 263 Dixwell Avenue to Beulah Land Development Corp who will rehabilitate the property and maintain the property as an affordable rental at 50%-80% AMI for a minimum 20 year affordability term.

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 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.

Property Location 263 DIXWELL AV Map ID 282 0347 03700 / Bldg Name  
 Vision ID 16983 Account # 282 0347 03700 Bldg # 1  
 State Use 1040 Card # 1 of 1  
 Print Date 10/24/2022 2:10:04 P

**CURRENT OWNER**  
 OCEAN 104 DEL LLC  
 50 FITCH ST STE 2068  
 NEW HAVEN CT 06515  
 NEW HAVEN, CT 06093

**UTILITIES**  
 WATER  
 GAS  
 SEWER

**LOCATION**  
 RES LAND  
 DWELLING

**SUPPLEMENTAL DATA**  
 TAX DIST  
 TAX CRT

**ASSOCIATED**  
 173,200  
 121,240

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2021	1-1	32,620	2021	1-1	32,620	2020	1-1	26,110
2020	1-3	86,620	2020	1-3	86,620	2019	1-3	45,500
<b>Total</b>		<b>121,240</b>	<b>Total</b>		<b>121,240</b>	<b>Total</b>		<b>71,610</b>

**RECORD OF OWNERSHIP**

Year	Code	Amount	Description	Number	Amount	Comm Int
01-10-2020	U	0	SALE PRICE	3		
03-22-2018	U	0	SALE PRICE	3		
09-13-2016	U	0	SALE PRICE	3		
09-01-2016	Q	100,000	OTHER ASSESSMENTS	00		
09-23-2010	U	37,500	OTHER ASSESSMENTS	7		

**EXEMPTIONS**

Year	Code	Amount	Description	Number	Amount	Comm Int
01-10-2020	U	0	SALE PRICE	3		
03-22-2018	U	0	SALE PRICE	3		
09-13-2016	U	0	SALE PRICE	3		
09-01-2016	Q	100,000	OTHER ASSESSMENTS	00		
09-23-2010	U	37,500	OTHER ASSESSMENTS	7		

**APPROPRIATE VALUE SUMMARY**

Appraised Bldg. Value (Care) 126,600  
 Appraised X1 (B) Value (Bldg) 0  
 Appraised Ob (B) Value (Bldg) 0  
 Appraised Land Value (Bldg) 46,600  
 Special Land Value 0  
 Total Appraised Parcel Value 173,200  
 Valuation Method C

**LAND LINE VALUATION SECTION**

Parcel ID	Issue Date	Type	Description	Zone	LA	Land Type	Land Units	Unit Price	Size Adj	Site Index	Const.	Nbhd.	Nbhd. Adj.	Location Adjustment	Adj Unit P	Land Value
B-16-589	05-02-2016	IDE	Demolish	BA	0		4,764 SF	10.87	1.00000	5	1.00	1600	0.900	1 0000	9 78	46,600

**RECORD OF CHANGES**

Date	Id	Type	Is	Comments	Purpose/Result
12-15-2020	VA	02	02	APP TO DEMO VACANT GAR	DM Data Mailer Sent
09-20-2016	SF	02	02		47 BP Inspection
10-20-2015	SF	02	02		52 Field Inspection
09-08-2011	VA	04	04		71 Data Mailer No Change
08-16-2011	VA	04	04		DM Data Mailer Sent
08-01-2011	MI	03	03		70 Field Review
02-14-2011	MEV	03	03		01 Measurement

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B-16-589	05-02-2016	IDE	Demolish	BA	0		4,764 SF	10.87	1.00000	5	1.00	1600	0.900	1 0000	9 78	46,600

**RECORD OF CHANGES**

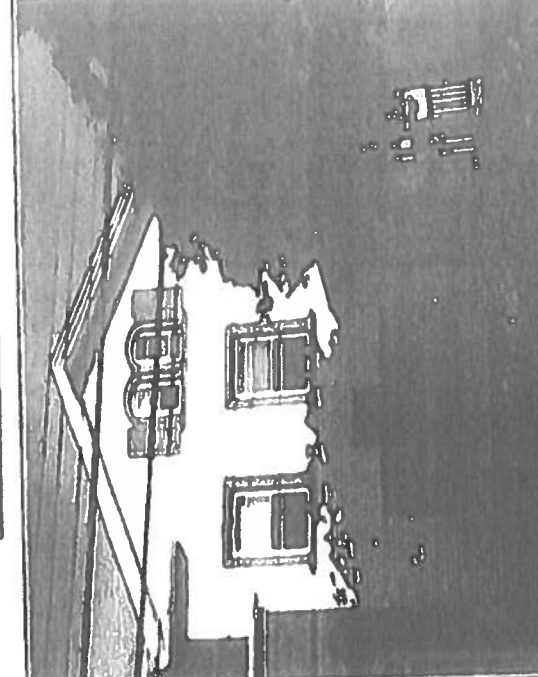
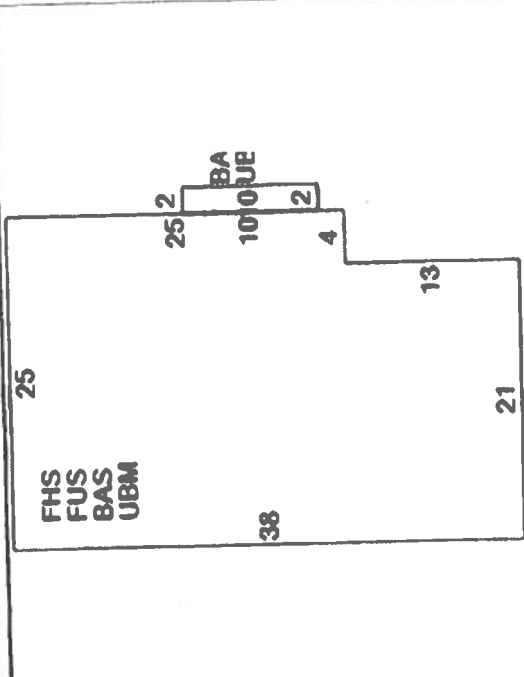
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 Appraised Land Value (Bldg) 46,600  
 Special Land Value 0  
 Total Appraised Parcel Value 173,200  
 Valuation Method C

Element	Description	Element	Description
09	2 Family		
02	Multi-Fam 2-4		
C	Average		
2.5			
07	Asbest Shingle		
15	Concr/Condr		
03	Gable/Hip		
03	Asphalt		
03	Plaster/Drywal		
12	Fin WDCarpet		
03	Gas/Oil		
04	Forced Hot Air		
01	None		
06	6 Bedrooms		
12	Average		
02	Average		
1608	NEWMARKETVILLE		

Code	Description	UB	Units	Unit Price	Yr Bld	Cond. Cd	% C6	Grade	Adj.	Appr. Value
<b>09 - OUTBUILDING &amp; YARD IMPROVEMENTS - BUILDING EXTRA FEATURES (B)</b>										
BAS	First Floor		918							81,785
FHS	Finished Half Story		584							82,030
FUS	Finished Upper Story		898							90,004
UBM	Unfinished Basement		184							16,353
<b>TU Gross Lw / Lease Area</b>										230,211



Code	Description	UB	Units	Unit Price	Yr Bld	Cond. Cd	% C6	Grade	Adj.	Appr. Value
<b>CONSTRUCTION DETAIL (CONTINUED)</b>										
<b>CONDO DATA</b>										
Parcel Id	C	B	S	Owns						
Adjust Type	Code	Description	Factor%							
Condo Flr										
Condo Unit	<b>COST/BUDGET VALUATION</b>									
Building Value New	230,211									
Year Built	1900									
Effective Year Built	1976									
Depreciation Code	F									
Remedial Rating	45									
Year Remodeled	0									
Depreciation %	0									
Functional Obso	0									
External Obso	1									
Trend Factor										
Condition										
Condition %	55									
Percent Good	126,600									
RCNLD										
Dep % Or										
Dep Or Comment										
Misc Imp Or										
Misc Imp Or Comment										
Cost to Cure Or										
Cost to Cure Or Comment										





## NEW HAVEN CITY PLAN COMMISSION ADVISORY REPORT

**RE:** 263 DIXWELL AVENUE.  
MBLU: 282 0347 03700  
**Submitted by:** Evan Trachten, Livable Cities Initiative

Disposition of a city-owned two-family property to Beulah Land Development Corp.

**REPORT:** 1627-06  
**ADVICE:** Approve

### PROJECT SUMMARY:

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**Applicant(s):** Beulah Land Development Corp  
**Price:**  
**Site:** 4,764 SF  
**Zone:** BA  
**Use:** Two-family house  
**Financing:**  
**City Lead:** Evan Trachten  
**Agency:** Livable City Initiative  
**Phone:** 203-946-8373

### ORDINANCE

This request comes from the City's Livable City Initiative Bureau (LCI) regarding the disposition of a vacant City-owned three-family house. This is in accordance with Section D(8) of the City's Land Disposition Agreement Guidelines, "The proposal shall be forwarded in the following sequence for further consideration: 1. PAD (approval required); 2. City Plan Commission (advisory review); and 3. LCI Board of Directors (approval required)." Accordingly, the Planning Commission may provide an advisory report.

### BACKGROUND

On November 30, 2022, the City Plan Commission recommended approval of a PAD referral for the acquisition of four properties on Dixwell Avenue, including 263 Dixwell Avenue (CPC Report #1622-02). The City is currently in the process of finalizing acquisition of the properties. The acquisition proposal noted that the City planned to then dispose of the 262 and 263 Dixwell Avenue properties to a nonprofit organization.

The City of New Haven now proposes to dispose of the two-family property at 263 Dixwell Avenue to Beulah Land Development Corp. The applicant will rehabilitate the property and maintain the property as a low to moderate affordable rental property at 50% - 80% AMI. The property will deed restricted for a minimum twenty (20) year period. This property must be maintained as an affordable rental property at 50%-80% AMI for not less than 20 years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Directors of Livable City Initiative (LCI), or the Board of Alders of the City of New Haven.

Planning Commission considerations include whether:

- The property is or should be used for municipal purposes.
- The site is not adjacent to a park to create additional park land.
- The property is an interior lot.<sup>1</sup>

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<sup>1</sup> Interior Lot - "a lot other than a corner lot with only one frontage on a street " (<http://parcelsales.scgov.net/Definitions.aspx>)

- The site could be used as a pocket park or community garden.<sup>2</sup>
- The comprehensive plan identifies or will identify resources within this area for which this parcel could be used.

**PLANNING CONSIDERATIONS:**

The proposal will achieve the following Comprehensive Plan Goals:

- Develop land uses that are compatible with the character of the surrounding area.
- **“Continue to use the city’s Land Disposition Agreement (LDA) to advance housing and neighborhood objectives, including appropriate densities, home ownership and contextual design.”**
- **“Use redevelopment and other tools to address nuisance and deterioration issues, including uses that are deleterious to neighborhoods in general.”** (The City’s Comprehensive Plan) – This is a redevelopment tool to keep property from becoming deleterious to the neighborhood.
- **“Create diverse housing stock suitable for all abilities, ages and incomes.”**
- **“Encourage neighborhood stability.”**
- **“Enhance quality of the housing stock.”** (The City’s Comprehensive Plan)
- **“Preserve existing, historic housing stock.”** (The City’s Comprehensive Plan)
- **“Encourage sustainable housing developments.”** (The City’s Comprehensive Plan)

Planning Staff note that the structure at 263 Dixwell Avenue is listed in Historic Resource Inventories and is identified as contributing structures in the Winchester Repeating Arms Company National Historic District. The structure retains notable features of the historic facade. Any full or partial demolition of this structure proposed in the future is subject to City Charter Title III, Chapter 9, Article II, Section 9-50-Delay of demolition of historic resources.

**RECOMMENDATIONS**

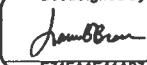
The Commission makes the following recommendations for the proposed acquisition:

- Robust community engagement should be conducted as rehabilitation plans are developed.
- Opportunities for local apprentices to be involved in the project should be pursued.
- Due to the site’s location, including proximity to the Farmington Canal Trail, special attention should be given to supporting bicycle and pedestrian access.
- Historic features on the façade of 263 Dixwell Avenue should be preserved.

**ADVICE:**

To approve based on this proposal’s alignment with the City’s Comprehensive Plan.

**ADOPTED:** February 15, 2023  
Leslie Radcliffe  
Chair

**ATTEST:**  February 22, 2023 | 2:57 PM EST  
Laura E Brown  
Executive Director, City Plan Department

<sup>2</sup> Pocket Park - "A small area accessible to the general public that is often of primarily environmental, rather than recreational, importance. They can be urban, suburban or rural and often feature as part of urban regeneration schemes in inner-city areas to provide areas where wild-life can establish a foothold." ([http://www.wordiq.com/definition/Pocket\\_park](http://www.wordiq.com/definition/Pocket_park))



# LIVABLE CITY INITIATIVE –PROPERTY DIVISION

## Disposition Summary Sheet

### Property Description

Property Address 177 Winthrop Avenue		Map-Block-Parcel 341 1282 01900	Zoning RM-2	Ward 23	Property Type Multi-Family Residential	Total legal units 3	
<b>2021 Assessment Value (100%)</b>				<b>70% of Assessment For Tax Purposes</b>		<b>Property Size</b>	
Land + OB \$ 53,500	Building \$ 248,400	Other N/A	Total Value \$301,900	\$ 211,330		Lot Size 45' X 150'	Total sq. ft. 6534 Sq./ Ft. Per Assessor

### Property Value Information

Appraised Value	Appraised by	Date	Type of Sale	Offered amount	Rehab costs	LCI Recommended
\$ 301,900	Vision	10/1/2021	Non-Profit	\$ 2,000	N/A	\$ 2,000

### Prior Notifications Sent to

Aldersperson	Name of Aldersperson	Management Team	Other interested parties
Yes X No <input type="checkbox"/>	Hon. Tyisha Walker-Myers 23 <sup>rd</sup> Ward	N/A	N/A



### Applicant's Information

Applicant's name, address & telephone: Urban Equity Development Corporation 136 Sherman Avenue New Haven CT 06511		Name, address & telephone of contact person: C/O Virginia Spell, Chair	
Applicant's City property tax status: Current	Review date 1/10/2023	Reviewed by: Staff	Comments Current

**Proposal:** The City of New Haven Livable City Initiative proposes the disposition of a vacant three family residential property.

**General discussion** The City proposes to dispose of this three-family property to Urban Equity Development Corporation who will rehabilitate the property as a two-family and sell it to an owner occupant. This property must be sold to an owner occupant for a combined period not less than ten (10) years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), City Plan, the Board of Director of Livable City Initiative (LCI) and / or the Board of Alders of the City of New Haven.

**Owner Occupancy?** Sale to owner occupant

Prepared by:  Date 1/27/2023 Revised \_\_\_\_\_  
 Concurred by:  Date 2-1-23 Revised \_\_\_\_\_

Committee	Date	Action
PAD	1/18/2023	Approved
City Plan	2/1/2023	Approved
L.C.I.	<del>2/22/2023</del> 3/1/2023	Approved
Board of Alders	3/20/2023	

## PRIOR NOTIFICATION FORM

### NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO : Hon. Tyisha Walker-Myers 23<sup>rd</sup> Ward

DATE: **January 10, 2023**

FROM: Department Livable City Initiative  
Person Evan Trachten Telephone X 8373

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

Disposition of vacant three family residential structure to Urban Equity Development Corporation (UEDC). The property will be rehabilitated and sold to an owner occupant.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other  
r \_\_\_\_\_

### 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.



CITY OF NEW HAVEN	TOPO	UTILITIES	STRT / ROAD	LOCATION	DESCRIPTION	CURRENT ASSESSMENT	ASSESSED	6093	
					EX RES LN	Code 11	Assessed 53,500	37,450	
					EX REAC	Code 12	Assessed 241,500	169,050	
					EX RS OTB	Code 14	Assessed 6,900	4,830	
Total							301,900	211,330	

NEW HAVEN	CT	06510	06510	1408	3000	22687	Assoc Pict#
165 CHURCH ST							
WARD							
TAXABLE							
CENSUS							
BLOCK							
QUERY G							
GIS ID							
SUPPLEMENTAL DATA							
I/E REPO							
TAX DIST							

RECORD OF OWNERSHIP							PREVIOUS ASSESSMENTS (HISTORY)									
CITY OF NEW HAVEN	WELLS FARGO BANK	CARMON JEFFREY D	G&H INVESTMENTS LLC	HECHT SAM	BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	Year	Code	Assessed	Year	Code	Assessed
					9838	0139	04-10-2019	U	50,000	50	2021	11	37,450	2020	11	14,980
					9547	0148	03-17-2017	U	197,142	18	2021	12	169,050	2020	12	105,000
					8662	0170	02-25-2011	Q	187,000	00						
					8493	0211	01-21-2010	U	0	3						
					8493	0208	01-21-2010	U	64,000	52						
Total									211,330				211,330			124,810

EXEMPTIONS			OTHER ASSESSMENTS					
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int
Total			0.00					

ASSESSING NEIGHBORHOOD		
Nbhd	Nbhd Name	Batch
1800	CHAPEL WEST	B
Tracing		

1/11 SD 23 FT X 2

NOTES

BUILDING PERMIT RECORD								
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments
B-18-703	06-05-2018	RH	Rehab	6,000		100	06-19-2018	REMOVE/REPLACE ROOF C

LAND LINE VALUATION SECTION																
B Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location	Adjustmen	Adj Unit P	Land Value
1	907U	EXEMPT MDL-0	RM2	0	6,534	SF	8.19	1.00000	5	1.00	1800	1.000		1.0000	8.19	53,500

APPRAISED VALUE SUMMARY						
Appraised Bldg. Value (Card)	Appraised Xf (B) Value (Bldg)	Appraised Ob (B) Value (Bldg)	Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value	Valuation Method
241,500	0	6,900	53,500	37,450	301,900	C
Total Appraised Parcel Value					301,900	

Total Card Land Units 6.5341 SF Parcel Total Land Area 10 Total Land Value 53,500

Element	Cd	Description	Element	Cd	Description
Style:	67	3 Family			
Model:	02	Multi-Fam 2-4			
Grade:	C	Average			
Stories:	2.5	2 1/2 Stories			
Occupancy:	3	Aluminum Siding			
Exterior Wall 1:	26	Gable/Hip			
Exterior Wall 2:	03	Asphalt			
Roof Structure:	03	Plaster/Drywal			
Roof Cover:	03	Fin WD/Carpet			
Interior Wall 1:	12	Oil/Gas			
Interior Wall 2:	02	Forced Hot Air			
Interior Flr 1:	04	None			
Interior Flr 2:	01	6 Bedrooms			
Heat Type:	06	14 Rooms			
AC Type:	02	Average			
Total Bthrms:	3				
Total Half Baths:	0				
Total Xtra Fctrs:	14				
Total Rooms:	02				
Bath Style:	02				
Kitchen Style:					
Interior Conditio:					
Fin Bsmt Area	180B	CHAPEL WEST			
Fin Bsmt Qual					
NBHD Code					

Building Value New	309,516
Year Built	1918
Effective Year Built	1999
Depreciation Code	G
Remodel Rating	22
Year Remodeled	0
Depreciation %	0
Functional Obsol	0
External Obsol	1
Trend Factor	
Condition %	78
Percent Good	241,500
RCNLD	
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

Code	Description	UB	Units	Unit Price	Yr Bld	Cond.	Cd	% Cd	Grade	Ad.	Appr. Value
FGR1	GARAGE-AVE	L	396	35.00	1948	A	50	03	1.00		6,900

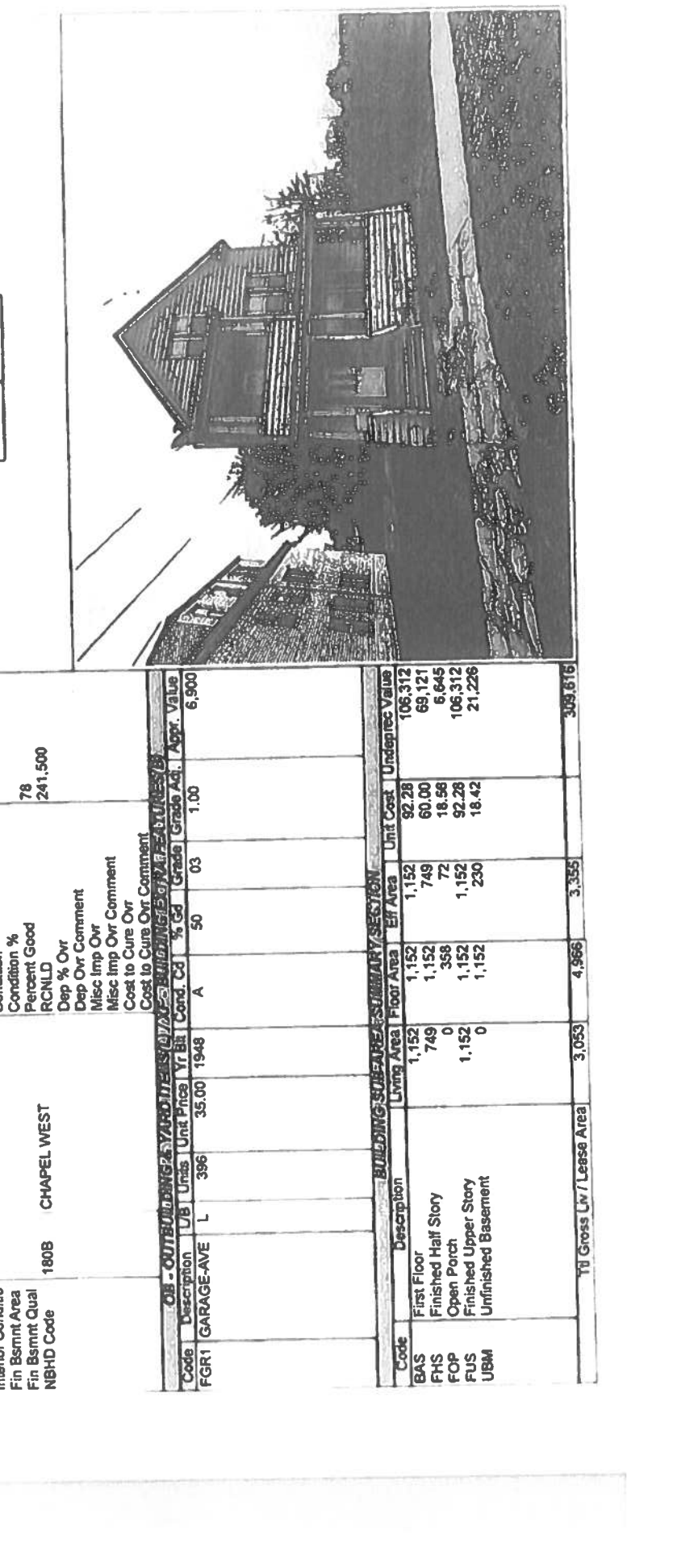
BUILDING SUBAREAS SUMMARY SECTION			
Code	Description	Living Area	Undeprcc Value
BAS	First Floor	1,152	106,312
FHS	Finished Half Story	749	69,121
FOP	Open Porch	0	5,645
FUS	Finished Upper Story	1,152	106,312
UBM	Unfinished Basement	0	21,226
TD Gross Liv / Lease Area		3,053	309,616

Parcel ID	Cd	Description	Ownr
585			
24			
48			
48			

Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			

Code	Description	Yr Bld	Cond.	Cd	% Cd	Grade	Ad.	Appr. Value
11	FHS	12						
12	FOP	12						
7	FUS	12						
7	UBM	12						

Code	Description	Yr Bld	Cond.	Cd	% Cd	Grade	Ad.	Appr. Value
24	FHS	24						
48	FUS	48						
48	BAS	48						
48	UBM	48						







Urban League of  
Southern Connecticut

Community Loan Institute  
Community Bank

April 5, 2022

Ms. Arlevia Samuel, Acting Executive Director  
LCI  
165 Church Street  
New Haven, CT 06510

Dear Ms. Samuel,

We are writing to support Urban Equity Development Corporation's acquisition of 177 Winthrop Avenue. For many years, the Urban League of Southern Connecticut has sought partnerships to achieve our goals for neighborhood stabilization. We have assured that the work outlined for the neighborhood through UEDC will support those efforts.

We hope you will consider our support for this project an indication of the partnership we are forging in revitalizing the West River neighborhood.

We look forward to your favorable award for these properties.

Sincerely,

  
Virginia Spall  
Interim President/CEO

**URBAN EQUITY DEVELOPMENT CORPORATION  
136 SHERMAN AVENUE  
NEW HAVEN, CONNECTICUT 06511  
203-327-5810(P) 203-406-0008(F)**

**ATTACHMENT 2**

**SOURCES AND USES STATEMENT**

**SOURCES**

<b>UEDC Funds -(C)</b>	<b>50,000</b>
<b>West River Award-(C)</b>	<b>250,000</b>
<b>Public Funds (Pending)</b>	<b>25,000</b>
<b>Lead Funds (Projected)</b>	<b>20,000</b>
<b>TOTAL REVENUES</b>	<b>345,000</b>

**USES**

<b>Construction</b>	<b>300000</b>
<b>A/E</b>	<b>7500</b>
<b>Contingency Allowance</b>	<b>10000</b>
<b>Public</b>	
<b>Facilities/Improvements</b>	<b>15000</b>
<b>Construction Management</b>	<b>12500</b>
<b>TOTAL EXPENSES</b>	<b>345000</b>

008(F)

**ATTACHMENT 3/ 4****COST SUMMARY/ DEVELOPMENT SCHEDULE**

UEDC preliminary project cost is estimated to be \$345,000 and projected to take up to six (6) months for completion. UEDC anticipates costs will include construction management , design, construction, site work, and permits. Additionally, UEDC will complete the required remediation and lead clean up in accordance with the Phase II Environmental Assessment Report.

<b>Project Phase</b>	<b>Duration of Phase in Months</b>	<b>Month Sequence</b>	<b>Budget</b>
<b>Architectural &amp; Engineering /CM</b>	<b>1</b>	<b>1-6</b>	<b>\$20,000</b>
<b>Site Clean-Up/Remediation/Site Prep</b>	<b>1</b>	<b>1-2</b>	<b>\$7,500</b>
<b>Contingency</b>	<b>6</b>	<b>1-6</b>	<b>10,000</b>
<b>Site Work, Improvements , and Infrastructure</b>	<b>2</b>	<b>1-6</b>	<b>\$7,500</b>
<b>Construction Rehab: 2-Family Home (2 units)</b>	<b>6</b>	<b>2-6</b>	<b>\$300,000</b>
<b>Project Soft Costs</b>		<b>\$45,000</b>	
<b>Total</b>			<b>\$345,000</b>



**URBAN EQUITY DEVELOPMENT CORPORATION  
136 SHERMAN AVENUE  
NEW HAVEN, CONNECTICUT 06511  
203-327-5810(P) 203-406-0008(F)**

**ATTACHMENT 5**

**Rehabilitation Plan**

Urban Equity Development Corporation (UEDC), operating as a non-profit development corporation in the City of New Haven. UEDC has adopted a mission of providing opportunities in areas of need throughout the city to advance homeownership and business development for residents. UEDC will concentrate efforts on affordable housing, commercial/retail corridor improvements to preserve the fabric of neighborhood-based revitalization.

UEDC will rehabilitate 177 Winthrop Avenue for owner occupied homeownership with a rental component. The home will feature state of the art renovations, energy efficient appliances and HVAC. UEDC will seek consultant services from a qualified architect and construction management services.

As a part of its mission to revitalize West River housing, UEDC will develop a marketing plan and work along with a realtor to sell the property. UEDC anticipates selling the property to an affordable buyer and the market will bear a sale of the property in the range of \$195,000 to \$225,000.

**URBAN EQUITY DEVELOPMENT CORPORATION  
NEW HAVEN, CONNECTICUT 06511  
203-327-5810(P) 203-406-0008(F)**

**ATTACHMENT 6**

**Project Experience/Professional Development Team**

Urban Equity Development Corporation(UEDC) has been operating for a little over a year as a non-profit. This West River Economic Revitalization Plan establishes an action plan and path to revitalization of the West River Neighborhood as a community of choice and opportunity where families and individuals are thriving in a safe, economically and socially healthy environment. This plan was developed by the Urban Equities, a subsidiary of the Urban League of Southern Connecticut (ULSC), in collaboration with the West River Neighborhood Revitalization Zone(WRNRZ), West River Self-Help Investment Plan (WRSHIP), and local business leaders with technical assistance from the City of New Haven Livable City Initiative (LCI) and the Economic Development Corporation of New Haven (EDCNH). The plan is centered around building wealth in our neighborhood, to specifically address the economic disparity between West River and other neighborhoods in the City of New Haven.

UEDC has methodically and with intention sought out the support and technical assistance resources of those partners listed above to achieve the highest standards for the corporation and greatest opportunity for sustainability.

UEDC will pilot this project as its initial homeownership opportunity.

**Professional Development Team**

Virginia Spell- Acting CEO Urban League/ Chair West River NRZ  
Serena Neal-Sanjurjo – Development Consultant  
James Farnam- Farnam Associates  
Keri Humpfries- Farnam Associates  
Jerry Poole- Community Activist/West River SHP  
Valerie Shultz- Past CEO Urban League

**NEW HAVEN CITY PLAN COMMISSION ADVISORY REPORT**

**RE:** 177 WINTRHOP AVENUE (MBLU: 341 1282 01900).  
Disposition of a vacant three-family residential structure to Urban Equity Development Corporation (UEDC). The Property will be rehabilitated and sold to an owner-occupant. Located in the RM-2 Zoning District. (Submitted by: Evan Trachten, Livable City Initiative)

**REPORT:** 1626-03  
**ADVICE:** Approve

**PROJECT SUMMARY:**


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<b>Applicant(s):</b>	Urban Equity Development Corporation (UEDC)
<b>Price:</b>	\$3,000.00 (Disposition Price)
<b>Site:</b>	6,534 SF
<b>Zone:</b>	RM-2
<b>Use:</b>	Two-family house
<b>Financing:</b>	UEDC funds, grants, public funds, and lead funds
<b>City Lead:</b>	Evan Trachten
<b>Agency:</b>	Livable City Initiative
<b>Phone:</b>	203-946-8373

**ORDINANCE**

This request comes from the City's Livable City Initiative Bureau (LCI) regarding the disposition of a vacant City-owned three-family house. This is in accordance with Section D(8) of the City's Land Disposition Agreement Guidelines, "The proposal shall be forwarded in the following sequence for further consideration: 1. PAD (approval required); 2. City Plan Commission (advisory review); and 3. LCI Board of Directors (approval required)." Accordingly, the Planning Commission may provide an advisory report.

**BACKGROUND**


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The City seeks to sell the subject property to Urban Equity Development Corporation (UEDC), a local nonprofit, which will rehabilitate the property for use as an owner-occupied, two-family house with a 10-year owner-occupancy requirement. The disposition price to UEDC is \$3,000 which is the approved price for nonprofits doing affordable housing. UEDC would then sell the property below market value to an owner-occupant who is income-qualified. The rental units will be affordable at 80% AMI. The reduction in one unit (from three-family to two-family) is permitted as-of-right in the zone. Essentially, the LCI Board of Directors seeks guidance as to whether this property is or may be needed for municipal purposes.

Planning Commission considerations, whether:

- The property is or should be used for municipal purposes.
- The site is not adjacent to a park to create additional park land.
- The property is an interior lot.<sup>1</sup>
- The site could be used as a pocket park or community garden.<sup>2</sup>

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<sup>1</sup> Interior Lot - "a lot other than a corner lot with only one frontage on a street " (<http://parcelsales.scgov.net/Definitions.aspx>)

<sup>2</sup> Pocket Park - "A small area accessible to the general public that is often of primarily environmental, rather than recreational, importance. They can be urban, suburban or rural and often feature as part of urban regeneration schemes in inner-city areas to provide areas where wild-life can establish a foothold." ([http://www.wordiq.com/definition/Pocket\\_park](http://www.wordiq.com/definition/Pocket_park))

- The comprehensive plan identifies or will identify resources within this area for which this parcel could be used.

**PLANNING CONSIDERATIONS:**

The proposal will achieve the following Comprehensive Plan Goals:

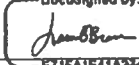
- Develop land uses that are compatible with the character of the surrounding area.
- **“Continue to use the city’s Land Disposition Agreement (LDA) to advance housing and neighborhood objectives, including appropriate densities, home ownership and contextual design.”**
- **“Use redevelopment and other tools to address nuisance and deterioration issues, including uses that are deleterious to neighborhoods in general.”** (The City’s Comprehensive Plan) – This is a redevelopment tool to keep property from becoming deleterious to the neighborhood.
- **“Create diverse housing stock suitable for all abilities, ages and incomes.”**
- **“Encourage neighborhood stability.”**
- **“Enhance quality of the housing stock.”** (The City’s Comprehensive Plan)
- **“Preserve existing, historic housing stock.”** (The City’s Comprehensive Plan)
- **“Encourage sustainable housing developments.”** (The City’s Comprehensive Plan)

**ADVICE:**

To approve based on this proposal’s alignment with the City’s Comprehensive Plan.

**ADOPTED:** February 1, 2023  
Leslie Radcliffe  
Chair

**ATTEST:**

 February 7, 2023 | 10:02 AM EST  
\_\_\_\_\_  
Laura E Brown  
Executive Director, City Plan Department



## BUREAU OF PURCHASES CITY OF NEW HAVEN

Michael V. Fumlati, Purchasing Agent  
200 Orange Street, New Haven, Connecticut 06510  
Telephone (203) 946-8201  
Facsimile (203) 946-8206

### NON-COLLUSION AFFIDAVIT (INCLUDING DISCLOSURE OF OBLIGATIONS TO/INTEREST IN BUSINESS WITH THE CITY OF NEW HAVEN)

1. Personally appeared, DARRELL BROOKS who being duly sworn, deposes and says that:
  1. I am over the age of eighteen and I understand the obligation of an oath.
  2. I am the EXECUTIVE DIRECTOR of BEHLAN LAND DEVELOPMENT CORP that submitted an application, bid, proposal, request to the City of New Haven for a contract, agreement, grant, loan and am acting in my individual capacity or, if an entity, on behalf of said entity, as the case may be.
  3. I am fully apprised of the contents of said application/bid/proposal/request and all pertinent facts and circumstances relative to the same.
  4. Such application, bid, proposal, request is genuine and is not collusive or a sham.
  5. Neither said individual (including any of his/her immediate family as defined in Section 12-5/8 of the local ordinance)/entity nor any of his/her/its officers, partners, owners, agents, representatives, employees, affiliates or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other individual/entity to submit a collusive or sham application/bid/proposal/request in connection with the contract/agreement/grant/loan for which the application/bid/proposal/request has been submitted or to refrain from applying/bidding/proposing/requesting in connection with such contract/agreement/grant/loan, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other individual/entity to fix the prices/quotes/estimates/costs/overhead/figures/profits/amount of the application/bid/proposal/request or of any other individual/entity, or to fix the same of the application/bid/proposal/request or prices/quotes/estimates/costs/overhead/figures/profits/amount of any other individual/entity, or to secure through any collusion, conspiracy/connivance or unlawful agreement any advantage against the City of New Haven or any individual/entity interested in the proposed application/bid/proposal/request.
  6. The prices/quotes/estimates/costs/overhead/figures/profits/amount in the contract/agreement/grant/loan are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the individual/entity or any of its officers, partners, owners, agents, representatives, employees, affiliates or parties in interest, including this affiant; and
  7. No alderman or other elected/appointed or city/state/federal employee or person/entity whose salary/compensation is payable in whole or in part from city, state or federal funds is directly or indirectly interested in/will benefit financially by/has any is in a position to participate in a decision making process or gain inside information about the application/bid/proposal/request or in the supplies, materials, equipment,

work or labor to which it relates, or in any of the profits thereof (This paragraph is hereinafter referred to as "conflict of interest.").

8. The individual/entity referred to in paragraph 3 above has no outstanding financial or other obligations to the City of New Haven or to any state or federal government that funds the individual's/entity's activity, nor is it a party to a lawsuit that may affect the use of any funds that will be derived from the contract/agreement/grant/loan.

9. The individual/entity has filed a list of taxable personal/real property with the City of New Haven and is not delinquent in the same.

10. The attached Schedule A, which is incorporated herein as though set forth, contains a list of the names, home/business addresses, telephone numbers and titles of the individual/entity's officers, partners, owners, agents, representatives, employees, affiliates or parties in interest including this affiant as well as any conflict-of-interest as described herein in paragraph numbered 8 above, and any applicable local, state or federal law, involving the same.

11. The attached Schedule A further contains a list of any members of my immediate family who are either employed by the City of New Haven or who are members of city boards, commissions, agencies or task forces.

12. Except as disclosed in the attached Schedule A, the affiant is not and no member of his/her immediate family is not a city employee or, having been a city employee in the past 12 months, seeking employment with any individual/entity engaged in business with the City of New Haven.

13. Except as disclosed in the attached Schedule A, the affiant has not and no member of his/her immediate family has applied for within the last twelve month for any city/state/federal program or benefit over which he/she has had control, influence or discretionary authority.

14. Except as disclosed in the attached Schedule A, the individual/organization has no intention of transacting business with any related and/or affiliated individuals/organizations.

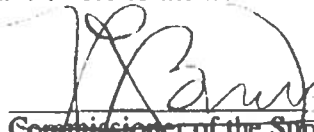


Affiant Name: DARRELL L. BROOKS

STATE OF CONNECTICUT )  
 )  
COUNTY OF NEW HAVEN )

ss: New Haven February 1, 2023

Personally appeared Darrell Brooks of Beulah Land Development Corp who identified himself/herself as such and who subscribed and swore to the truth of the foregoing before me this 1 day of February, 2023



Commissioner of the Superior Court  
Notary Public

My commission expires on: February 25, 2025

### SCHEDULE "A"

Please list your responses to Items 10-14 below. If your response is none, please print or type "N/A" by each number. **Applicant's signature must appear on this schedule.**

- 10.     N/A
- 11.     N/A
- 12.     N/A
- 13.     N/A
- 14.     N/A

  
\_\_\_\_\_  
Affiant Signature

# THE CITY OF NEW HAVEN

## BUREAU OF PURCHASES

200 Orange Street

Room 401

New Haven, Connecticut 06510

(203) 948-8201 - FAX (203) 948-8208

**Michael V. Furniatti**  
Purchasing Agent



### DISCLOSURE & CERTIFICATION AFFIDAVIT OF OUTSTANDING OBLIGATIONS TO THE CITY OF NEW HAVEN

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.

State of CONNECTICUT ) SS.

County of NEW HAVEN )

DARREN L. BROOKS, being first duly sworn, deposes and says that:

1. I am (circle one) (owner, partner, officer, representative, agent or \_\_\_\_\_) of BEULAH LAND DEVELOPMENT CORP, the Contractor that has submitted the attached agreement.  
(Contractor's name)

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement:

3. That as a person desiring to contract with the City (check all that apply):

- The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
- Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
- Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of New Haven
- Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of New Haven
- The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor owes back taxes and has executed an agreement, satisfactory to the tax collector, to pay said back taxes in installment payments and the payments under said agreement are not in default. The agreement shall be attached, and incorporated herein by reference.



4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary ( Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	NONE				
2					
3					
4					
5					
6					
7					

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary ( Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	NONE				
2					
3					
4					
5					
6					

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary ( Must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership		
1	NONE				
2					
3					
4					
5					
6					

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary ( Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %	
1	NONE				
2					
3					
4					
5					
6					
7					

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of New Haven, if none state none. Use additional sheet if necessary ( Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	NONE				
2					
3					
4					
5					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NONE		
2		
3		
4		
5		
6		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of New Haven.

(Signed) [Signature] Title: EXECUTIVE DIRECTOR

Subscribed and sworn to before me this 1 day of February 2023

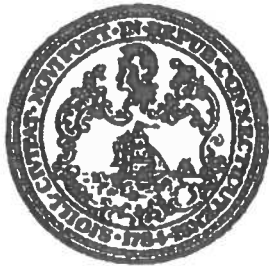
[Signature]  
 (Title) Notary  
 My commission expires Feb 25, 2025

**This Form Must be Notarized**

**FOR CITY OF NEW HAVEN USE ONLY:**

TAX COLLECTOR CERTIFICATION AS TO THE CONTRACTOR:	ASSESSOR CERTIFICATION AS TO THE CONTRACTOR:
<input type="checkbox"/> NO BACK TAXES OWED	<input checked="" type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY FILED
<input type="checkbox"/> BACK TAXES W/CURRENT AGREEMENT	<input type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY NOT REQUIRED
<input type="checkbox"/> BACK TAXES W/DEFAULT AGREEMENT	
AS TO ALL AFFILIATES:	AS TO ALL AFFILIATES:
<input type="checkbox"/> NO AFFILIATES LISTED	<input checked="" type="checkbox"/> NO AFFILIATES LISTED
<input checked="" type="checkbox"/> NO BACK TAXES OWED	<input type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY FILED
<input type="checkbox"/> BACK TAXES W/CURRENT AGREEMENT	<input type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY NOT REQUIRED
<input type="checkbox"/> BACK TAXES W/DEFAULT AGREEMENT	
<input type="checkbox"/> OK TO PROCESS AGREEMENT	<input checked="" type="checkbox"/> OK TO PROCESS AGREEMENT
BY: <u>[Signature]</u> <u>2/8/2023</u> TAX COLLECTOR	BY: <u>[Signature]</u> ASSESSOR

~~Back taxes are owed~~  
~~[Signature]~~



**BUREAU OF PURCHASES  
CITY OF NEW HAVEN**

Michael V. Fumiatti, Purchasing Agent  
200 Orange Street, New Haven, Connecticut 06510  
Telephone (203) 946-8201  
Facsimile (203) 946-8206

**NON-COLLUSION AFFIDAVIT  
(INCLUDING DISCLOSURE OF OBLIGATIONS TO/INTEREST IN BUSINESS WITH THE CITY  
OF NEW HAVEN)**

1. Personally appeared, Virginia Spem who being duly sworn, deposes and says that:
  1. I am over the age of eighteen and I understand the obligation of an oath.
  2. I am the Representative of Urban Equity Dev Corp (UED) that submitted an application, bid, proposal, request to the City of New Haven for a contract, agreement, grant, loan and am acting in my individual capacity or, if an entity, on behalf of said entity, as the case may be.
  3. I am fully apprised of the contents of said application/bid/proposal/request and all pertinent facts and circumstances relative to the same.
  4. Such application, bid, proposal, request is genuine and is not collusive or a sham.
  5. Neither said individual (including any of his/her immediate family as defined in Section 12-5/8 of the local ordinance)/entity nor any of his/her/its officers, partners, owners, agents, representatives, employees, affiliates or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other individual/entity to submit a collusive or sham application/bid/proposal/request in connection with the contract/agreement/grant/loan for which the application/bid/proposal/request has been submitted or to refrain from applying/bidding/proposing/requesting in connection with such contract/agreement/grant/loan, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other individual/entity to fix the prices/quotes/estimates/costs/overhead/figures/profits/amount of the application/bid/proposal/request or of any other individual/entity, or to fix the same of the application/bid/proposal/request or prices/quotes/estimates/costs/overhead/figures/profits/amount of any other individual/entity, or to secure through any collusion, conspiracy/connivance or unlawful agreement any advantage against the City of New Haven or any individual/entity interested in the proposed application/bid/proposal/request.
  6. The prices/quotes/estimates/costs/overhead/figures/profits/amount in the contract/agreement/grant/loan are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the individual/entity or any of its officers, partners, owners, agents, representatives, employees, affiliates or parties in interest, including this affiant; and
  7. No alderman or other elected/appointed or city/state/federal employee or person/entity whose salary/compensation is payable in whole or in part from city, state or federal funds is directly or indirectly interested in/will benefit financially by/has any is in a position to participate in a decision making process or gain inside information about the application/bid/proposal/request or in the supplies, materials, equipment,



### SCHEDULE "A"

Please list your responses to Items 10-14 below. If your response is none, please print or type "N/A" by each number. **Applicant's signature must appear on this schedule.**

- 10. Yes
- 11. No
- 12. No
- 13. No
- 14. No

  
Affiant Signature

# THE CITY OF NEW HAVEN

## BUREAU OF PURCHASES

200 Orange Street

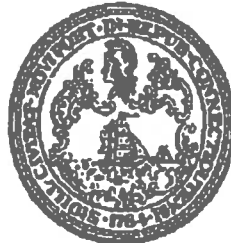
Room 401

New Haven, Connecticut 06510

(203) 946-8201 - FAX (203) 946-8206

Justin Elicker

Mayor



Michael V. Fumiatti

Purchasing Agent

### DISCLOSURE & CERTIFICATION AFFIDAVIT OF OUTSTANDING OBLIGATIONS TO THE CITY OF NEW HAVEN

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- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.

State of Connecticut )

County of New Haven )

SS.

Virginia Spelt, being first duly sworn, deposes and says that:

1. I am (circle one) [owner, partner, officer, representative, agent or Representative] of Urban Equity Development Corporation(UEDC), the Contractor that has submitted the (Contractor's name) attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

- The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
- Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
  - Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of New Haven
  - Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of New Haven
  - The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor owes back taxes and has executed an agreement, satisfactory to the tax collector, to pay said back taxes in installment payments and the payments under said agreement are not in default. The agreement shall be attached, and incorporated herein by reference.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary ( Must be on company letterhead and notarized ):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				
5				
6				
7				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary ( Must be on company letterhead and notarized ):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				
5				
6				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary ( Must be on company letterhead and notarized ):

Organization Name	Address	Type of Ownership		
1 None				
2				
3				
4				
5				
6				

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary ( Must be on company letterhead and notarized ):

Name	Title	DOB	Stock %	
1 None				
2				
3				
4				
5				
6				
7				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of New Haven, if none state none. Use additional sheet if necessary ( Must be on company letterhead and notarized ):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 None				
2				
3				
4				
5				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Urban Equity Development Corporation(UEDC)	State of Connecticut	136 Sherman Avenue New Haven, Ct
2		
3		
4		
5		
6		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of New Haven.

(Signed) William Lee  
Title:

Subscribed and sworn to before me this 6TH day of APRIL, 2022.

NOTARY PUBLIC

My commission expires MARCH 31, 2026

This Form Must be Notarized

**FOR CITY OF NEW HAVEN USE ONLY:**

TAX COLLECTOR CERTIFICATION AS TO THE CONTRACTOR:	ASSESSOR CERTIFICATION AS TO THE CONTRACTOR:
<input checked="" type="checkbox"/> NO BACK TAXES OWED	<input type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY FILED
<input type="checkbox"/> BACK TAXES W/CURRENT AGREEMENT	<input checked="" type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY NOT REQUIRED
<input type="checkbox"/> BACK TAXES W/DEFAULT AGREEMENT	
AS TO ALL AFFILIATES:	AS TO ALL AFFILIATES:
<input type="checkbox"/> NO AFFILIATES LISTED	<input checked="" type="checkbox"/> NO AFFILIATES LISTED
<input checked="" type="checkbox"/> NO BACK TAXES OWED	<input type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY FILED
<input type="checkbox"/> BACK TAXES W/CURRENT AGREEMENT	<input type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY NOT REQUIRED
<input type="checkbox"/> BACK TAXES W/DEFAULT AGREEMENT	
<input type="checkbox"/> OK TO PROCESS AGREEMENT	<input checked="" type="checkbox"/> OK TO PROCESS AGREEMENT
BY: <u>M. J. [Signature]</u> 3/11/23 TAX COLLECTOR	BY: <u>[Signature]</u> ASSESSOR



**LCI Board Special Meeting Minutes**  
**March 1, 2023 (Via Zoom)**

**PRESENT:** Hon. Ernie Santiago, Hon. Richard Furlow, Nadine Horton, Seth Poole, Michael Pinto (Office of Corporation Counsel), Evan Trachten (LCI staff)

**Absent:** Patricia Brett, Taneha Edwards, Arlevia Samuel (Executive Director)

**Meeting called to order at 6:03 P.M.**

**Roll call of Members: Hon. Ernie Santiago, Hon. Richard Furlow Nadine Horton, Seth Poole**

**Review of LCI Board meeting minutes from January 25, 2023. A motion to approve was made by Nadine Horton, seconded by Alder Furlow, roll call of members was taken, approved unanimously.**

**New Business**

**262 Dixwell Avenue**

Evan told the Board the City of New Haven proposes to sell this two-family property to Beulah Land Development Corp at market value which is \$245,000. This property is part of the portfolio of properties the City is purchasing (262, 263, 265, and 269 Dixwell Avenue). This sale will complete the simultaneous acquisition and disposition of the properties. The Board of Alders recently approved this proposal. The applicant will rehabilitate the property and maintain the property as an affordable rental with an AMI of 50%-80% for a minimum period of 20-years. Evan noted the last LCI Board meeting suffered a posting notice issue so we are here today holding a special meeting for these items.

The property is currently occupied, and the City doesn't want to be a landlord, so we are planning to sell this property immediately upon taking title. The applicant will not displace the occupants as part of this project, the occupants will have the ability to return to their units after the property is rehabilitated, if they desire to do so. The residents will have the ability to move to 340 Dixwell or a vacant unit within 262 and 263 Dixwell during construction.

**Alder Furlow made a motion to approve the disposition of 262 Dixwell Avenue, seconded by Alder Santiago, roll call was taken, approved unanimously.**

**263 Dixwell Avenue**

Evan told the Board this proposal is very similar to the previous item. The City is proposing to sell this property for fair market value to Beulah Land Development for \$250,000. They will rehabilitate this two-family property as proposed in the previous item with the same terms and conditions. Evan said the occupants will be moved when there is a vacancy. The LDA will allow 18 months

to complete the project. The occupants may be able to move to 340 Dixwell or across the street to 262 Dixwell. Nobody will be displaced. The properties will be completely renovated at the end of this project. Alder Santiago asked to verify the price, Evan said its \$250,000. Alder Furlow noted it would be better to lock-in the AMI and not have such a broad range from 50%-80% AMI. A tighter range would be better. Evan told the Board given that we are selling this property at market value the range is broad, a property at 50% AMI would likely need a subsidy. Alder Furlow said he would support the sale.

**Alder Furlow made a motion to approve the disposition of 262 Dixwell Avenue, seconded by Alder Santiago, roll call was taken, approved unanimously**

#### **177 Winthrop Avenue**

Evan told the Board this is a three-family property that will be rehabilitated as a 2-family property. Evan said the sale price for this non-profit is \$2,000 per the guidelines, the cover sheet had a typo listing the price as \$3,000. The applicant Urban Equities Development Corporation is based in the Dwight area and made up of several neighborhood stakeholders. Evan said the City was going to rehabilitate the property but made it available to this non-profit because LCI is focused on project on Winchester Avenue, Grand Avenue, and George Street. The property requires a full rehabilitation. The property is located near the end of Winthrop Avenue by the Route 34 connector. The property must be sold to an owner occupant for a minimum 10-year occupancy period unless a longer period is required due to funding. The rental unit will be deed restricted at 80% AMI for 20 years. Evan said the construction budget is about \$350,000. Evan said the budget seems correct given increased constructions cost and labor costs, paying living wages, and the scope of work.

Alder Santiago asked which ward the property was in? Evan said the property is in Board President Tyisha Walker-Myers' ward. Alder Santiago asked why is the building being reduced to a two-family? Evan said the LCI model is to create an affordable rental unit and a large owner's unit by combining the second and third floors. Evan noted the existing units are small. Alder Furlow commented that it's important to keep as many units as possible. Reducing units is not consistent with the goals of our housing policy. We have updated our legislation over the last few years to permit ADU's and we should not remove units from the City whenever possible, this is part of our legislative agenda. He will support the item because the Alder of the Ward supports it.

**Seth Poole made a motion to approve the disposition of 177 Winthrop Avenue for \$2,000, seconded by Nadine Horton, roll call was taken, approved unanimously**

## **Old Business / Discussion**

Seth opened the discussion portion of the meeting. Nadine asked about adding ADU's as a discussion item at a future meeting to help educate the public and share information on this topic. Evan updated the Board about the status of the new Neighborhood Specialists. Evan said Arlevia sent Human Resources a request to hire new staff. It's in HR's hands now. Evan said he has been helping in several neighborhoods. Evan said staff can respond to any issues, please give him a call if you have any concerns. Seth thanked Evan for his commitment and work in the neighborhoods. Alder Furlow asked about the Neighborhood Specialists, did LCI ask to add new Neighborhood Specialists in the new budget? Evan said he wasn't sure, but there are currently three vacancies: the Hill, Dixwell, and Beaver Hills. Evan said the vacancies are a result to staff leaving as well as a promotion. Alder Furlow asked if there is a problem filling the positions or issues with the salary? Evan said there was a healthy pool of applicants and was unsure of the salary aspect of this situation.

**A motion to adjourn was made by Seth, seconded by Alder Santiago, all were in favor, approved unanimously.**

Meeting adjourned 6:29 PM

**PAD MEETING MINUTES**  
**February 15, 2023**

**PRESENT:** Hon. Gerald M. Antunes, BoA; Hon. Anna Festa, BoA, Steve Fontana, Economic Development; Nate Hougrand, City Plan; Evan Trachten, LCI; Clay Williams, Business Development

**Absent:** Maurine Villani, Tax Office

**Guests:** John Ward, Dean Mack

**Public:** Abdul-Razak Mohammed Zachariah

**Meeting called to order at 3:08 P.M. Roll Call of Committee members taken**

A motion to approve the PAD minutes from January 18, 2023 was made by Clay Williams seconded Alder Antunes, roll call was taken, minutes approved unanimously.

## New Business

### 0 Albia Street MBP (067 0953 00200)

Evan told the committee the City is proposing to sell this sliver lot to the New Haven Port Authority at \$2.00 per square foot. The lot is about 3400 square feet. The parcel will be used for laydown purposes. Alders Antunes asked for the definition of laydown. Evan said goods are unloaded from ships and temporarily stored until the items are picked up and moved. Steve Fontana said laydown uses include temporary storage, construction staging, and truck storage. Alder Antunes asked if the parcel would be taxable, Evan said he believed it would be taxable. Evan noted the lot currently has illegal dumping on site (tires). Evan noted there is a lot of illegal dumping of tires across the City lately. The site is adjacent to the "Colony Hardware Site" and the parcel was not offered to them because it's vacant. The Port Authority owns the adjacent land. The Port Authority will be fencing their site. Alder Festa asked if it would be neat and organized. Evan said the site would be fenced and orderly.

**A motion was made by Clay Williams, seconded by Steve Fontana, roll call was taken, approved unanimously.**

### 144 Columbus Avenue

Evan told the committee this is a sliver lot sale to Jose Pillco who is an owner occupant. The buyer pays \$0.25 per square foot as an owner occupant, \$1,042.50 is the purchase price. The land will be used for yard area. The sliver lot is a corner lot so it's not possible to develop a house at this location. The property is essentially a buffer strip. The City has done some maintenance, but the owner has also cared for this lot over the years. Alder Antunes said it's quite large at 4900 feet. Evan noted the setback for front yard are 17 feet which shrinks the lot, so residential development is not possible. Nate noted the rear yard requirement for develop is 25' and the side yards are 8', so it's not a good site for development. Alder Antunes asked a few questions: Can the buyer build a garage? Evan said yes. Nate confirmed a garage was possible. Can the buyer add a curb-cut, Nate said it would require approval from Transportation Traffic and Parking. Will the buyer be required to fix the sidewalk? Evan said no because that is very costly. Alder Festa asked if the owner will be responsible for snow removal? Evan said yes, he believes the owner has been maintaining this area. Steve noted the Google street-view shows the property boarded. Evan said

the property suffered a fire a few months ago and will be rehabilitated in the spring when the insurance is settled.

**A motion was made by Steve Fontana, seconded by Alder Antunes, roll call was taken, approved unanimously.**

### **71 County Street**

Evan told the committee the City is proposing to sell this building lot to Beulah Land Development Corp for \$2,000. They will develop a two-family owner-occupied structure. There is will a 10-year minimum occupancy period and the rental unit will be deed restricted at 80% or below for a minimum period of 20-years. Non- profits pay \$1000 per units per the PAD guidelines. The lot is a conforming parcel so it's easy to develop. This site was previously approved for the Elks Lodge, but they purchased a different site. The Alder supports the sale, there is an email in the file. The City will retain 75 County Street which is an adjacent lot. Alder Antunes asked when the construction will begin, Evan said he believes it will begin this summer. No zoning relief will be required. Alder Festa asked if this will be taxable, Evan said yes, although they may be eligible for a reduced assessment because of the deed restricted affordable unit. Alder Festa asked about the size of the apartments, how many bedrooms? Evan said the property is typically 2 or 3 bedrooms on the first floor, and 3 or 4 bedrooms on the second and third floors.

**A motion was made by Alder Antunes, seconded by Alder Festa, roll call was taken, approved unanimously**

### **262 Dixwell Avenue**

Evan told the committee we are proposing to sell this two-family property to Beulah Land Development Corp at market value which is \$245,000. The buyer will maintain the property as an affordable rental at 50%-80% AMI for a minimum affordability period of 20-years. The affordability term could be longer based on the funding the applicant may utilize to rehabilitate the structure. The structure is currently occupied. The tenants will be relocated when the property is renovated. The plan is to offer an apartment at 340 Dixwell which is under construction. Alder Festa asked about the timeframe. Evan said this is part of simultaneous acquisition disposition. In the future 340 Dixwell will be completed but Evan isn't sure on the completion date. Evan believes the City would acquire this property in March 2023. Evan noted the other properties from the Ocean Management Portfolio (265 Dixwell Avenue (Monterey), and 269 Dixwell Avenue) will be retained by the City. Alder Festa asked if the properties would be taxable. They properties will be taxable, but they would be eligible for a discount because of the reduced rent. Nate wanted to confirm this is a two-family property, Evan said yes, there are no plans to increase the density

**A motion was made by Alder Antunes, seconded by Clay Williams, roll call was taken, approved unanimously**

### **263 Dixwell Avenue**

Evan told the committee we are proposing to sell this 2-family property to Beulah Land Development Corp at market value which is \$250,000. The buyer will maintain the property as an affordable rental at 50%-80% AMI for a minimum affordability period of 20-years. The affordability term could be longer based on the funding the applicant may utilize to rehabilitate the structure. The structure is currently occupied. The tenants will be relocated when the property is renovated.

The plan is to offer an apartment at 340 Dixwell which is under construction. Alder Festa asked about the timeframe. Evan said this is an identical proposal to our last item. This property is also an occupied structure.

**A motion was made by Clay Williams, seconded by Alder Antunes, roll call was taken, approved unanimously**

### **572 Winthrop Avenue**

Evan said the City is proposing to sell this property as a non-profit sale to Beulah Land Development for \$1,000 because the property is a single family. This property was a "cat house" that LCI acquired via an Anti-blight foreclosure in 2020. LCI was planning to sell this about a year ago but the previous Alder didn't support the sale because he wanted LCI to sell the property to one of the adjacent property owners. The property is blighted and needs immediate attention. There is a hole in the roof but it's salvageable. The lot is narrow and deep. There was a family of racoons living in the property, the City resolved that issue. Evan urged support for this sale. The property will be subject to a 10-year owner occupancy requirement. Nate noted if the property was demolished, the buyer would require Board of Zoning approval to rebuild. Alder Festa asked about why it would need zoning approval if demolished. Nate explained the regulations within the Zoning code. Alder Festa noted this parcel is about the same size as the sliver lot sale at 144 Columbus Avenue. Evan said the Columbus Avenue parcel was a corner lot and that makes a huge difference for development, this parcel is mid-block.

Alder Festa asked why didn't the previous Alder want to sell this property to Beulah? Evan said the previous Alder wanted to sell the property to the adjacent property owners because they had to deal with this property for many years. The LCI Director wanted it to be sold to one of our non-profit partners due to the limited inventory of City owned properties. The current Alder support this sale, there is also a letter of support from the management team. The property will be taxable. The developer will have 6 months to begin construction and 18 months total to complete the project. The buyer will be eligible for an assessment deferral which keeps the current assessment on the property and then phase-in the improvements. Alder Antunes asked why LCI didn't sell this to the neighbors? Evan said LCI feeds properties to local non-profits, also the adjacent owners already were homeowners, and lastly, non-profit sales create new homeowners. Our Director didn't support the sale to the neighbors because of our development goals. Alder Antunes and Alder Festa noted the City should have given the neighbors the opportunity to purchase the property. Evan said historically, LCI would sell City owned properties to local non-profits and surplus the remaining properties and sell them to the public. LCI has extremely limited inventory. Alder Festa asked about the future sale price, would the non-profit make a profit on the sale of the property? Evan said no, the property is sold below market value and the buyer must be income qualified.

**A motion was made by Steve Fontana, seconded by Clay Williams, roll call was taken, approved (5-1 Alder Antunes voted no).**

### **PAD Guidelines**

Evan discussed the status of the PAD Guidelines. Evan said the Development Administrator asked LCI to add one sentence to the Guidelines about the Land Bank. Evan also noted that he sent an email from Cliff in the assessor's office about non-profit sales being taxable. Corporation Counsel is looking into the Urban Homestead Act and will follow up on this topic at our next meeting. Evan would like to leave this item tabled; he is not in a rush to push the guideline through. Alder Festa

asked about tax abatement. Evan noted sliver lot tax abatement are different from property abatements.

### **Land Bank**

Economic Development Officer Dean Mack made a presentation about the New Haven Land Bank. Currently Dean is doing outreach. The Land Bank proposal will be submitted to the Board of Alders in March as an ordinance proposal. There is \$5 million in ARPA funding allocated for the Land Bank. Dean said a land bank will allow the City to move more quickly on acquisitions, currently our process is lengthy. Dean gave an overview of the steps taken to arrive at this proposal. Dean told the committee about the Hartford Land Bank. Waterbury also has a land bank. The New Haven landscape is different so our land bank will be different. Our land bank will focus on selling to local minority contractors. Dean described the proposed Board of the Land Bank as containing 7 members: 4 City staff as ex-officio plus 3 members of the public including an Alder appointed by the president of the Board of Alders. Dean reviewed the proposed budget, only 10% of which would go to staff salaries.

Dean gave a timeline, and he hopes the land bank is approved by July 2023. Alder Antunes asked about the Board of Directors structure. Dean said 4 City staff: the Mayor, City Plan Director, LCI Director, Economic Development Administrator would be ex-officio member, plus 3 others, one of whom would be an Alder, plus two members of the community. Alder Antunes asked, why only one Alder? Dean said this was discussed at Leadership, but he wasn't part of the conversation. Alder Antunes thought more Alder representation was needed. Dean noted there will be a lot of opportunities for feedback. Alder Festa asked a question, how does the land bank take ownership of the properties? John Ward said the goal is for the land bank to acquire properties quickly in the open market. The City will not be the buyer, the land bank is the buyer. The land bank will allow for strategic acquisitions to support development, sales to non-profits, and will be an extension of LCI / Economic Development. Evan said it will allow the City via the land bank to go to foreclosure sales, currently we do not have that ability. Evan said having that ability is essential for development. Dean noted the land bank will likely acquire properties and transfer them back to LCI. Alder Festa asked about how many foreclosure auctions occur in New Haven? Evan said there are a lot of auctions each Saturday, but he doesn't have the exact number. Evan said the local real estate market is moved by investors. The City is a passive bystander. In the future we will be able to participate as a buyer via the land bank.

Evan opened the floor for new discussion items, there were none.

**A motion to adjourn was made by Clay Williams, seconded by Steve Fontana, all were in favor.**

**Meeting Adjourned 4:28 P.M.**

**PAD MEETING MINUTES**  
**January 18, 2023**

**PRESENT:** Hon. Gerald M. Antunes, BoA; Hon. Anna Festa, BoA, Steve Fontana, Economic Development; Nate Hougrand, City Plan; Evan Trachten, LCI; Clay Williams, Business Development

**Absent:** Maurine Villani, Tax Office

**Meeting called to order at 3:10 P.M. Roll Call of Committee members taken**

A motion to approve the PAD minutes from December 21, 2022 was made by Alder Antunes, seconded by Clay Williams, roll call was taken, minutes approved unanimously.

## **New Business**

### **177 Winthrop Avenue**

Evan told the committee that LCI is proposing to sell this three-family property to a local non-profit Urban Equity Development Corporation for \$3,000 which is the approved price for non-profits doing affordable housing. The applicant will rehabilitate the property and sell it to an owner occupant with a minimum 10-year occupancy period. The property is near Martin Luther King Boulevard. The applicant has funding to rehabilitate the property. The applicant provided a development schedule and information about funding. The property needs a full renovation. This will be the first project for this non-profit. The property will be sold below market value as an affordable property. Alder Antunes noted the applicant's paperwork shows the property will be rehabilitated as two units. Nate told the committee the applicant can reduce the density to two units as of right without any zoning approval. Alder Antunes told the committee he discussed this with the Alder of the Ward Tyisha Walker-Myers and she supports this sale. Clay asked if it was a conflict to sell this property because some of this entity's principle members are City employees or have relationships with staff. Evan told the committee this was reviewed by Corporation Counsel and there is no conflict because the entity is a non-profit and nobody takes a salary.

Clay noted when the City acquired this property a few years ago the plan was for LCI to rehabilitate it. Clay asked why isn't the City doing the rehabilitation of this property? Evan told the committee that LCI decided to focus on other projects such as George Street, Grand Avenue, and Winchester Avenue. The redevelopment plan changed for this property; this happens sometimes just like with 188 Bassett Street. The outcome will be the same, affordable housing will be created. Clay asked about the affordability of the project. Evan said the rental units will be 80% AMI for 20 years, and the buyer will also need to be income qualified. There will likely be several applicants to purchase this property when the rehabilitation is complete, all applicants will need to be income eligible. The property can't be sold to corporation, it will be sold to an individual for a 10-year owner occupancy period. Alder Festa asked why isn't the occupancy requirement forever? Evan noted the owner can sell the property to another owner-occupant to complete the 10-year occupancy period to satisfy any remaining portion of the occupancy period. When the period ends, the property can be sold at market value to anyone. An affidavit is sent to the City to verify the occupancy of any purchaser during the 10-year restriction. The LDA will appear in the title search and the buyer's lawyer will contact the City about this requirement. Alder Festa said 10 years isn't enough, it should be in perpetuity. Evan told the committee this was discussed at LCI Board, and a former



LCI Board member Neil Currie studied this topic in graduate school and studies have shown this type of restriction hurts the buyer's wealth growth and wealth generation over time. LCI increased its occupancy policy from 5 years to 10 years. LCI doesn't want to limit a buyer's wealth growth. Alder Festa said she understand the concern. Given the property is sold to a low-to-moderate income buyer the AMI for the rental units can't be 60% because it won't generate enough income for the owner.

**A motion was made by Alder Antunes seconded by Alder Festa, roll call was taken, approved unanimously.**

#### **PAD Guidelines**

Evan discussed the proposed changes to the PAD Guidelines. The biggest proposed change is to decrease the number of committee members from 10 to seven. Other proposed changes include removing the objective of decreasing densities, increasing the cost of commercial sliver lots, and removing the section about "sales to religious entities" which violates a federal law known as RILUPA. Evan noted over the last 15 years the PAD committee was comprised of the departments at the meeting today. The Committee has continued to meet as we have historically. The other updates are making the guidelines gender neutral by changing aldermen to alders. Also proposed is to officially increase the owner occupancy period from 5 year to 10 year and to make affordable rentals a 20-year minimum. The Guidelines require staff to review them every 5 years and it has been over 10 years since the last update.

Clay asked about acquisitions and the lack of any guidelines. Evan noted all acquisitions require approval from the Board of Alders and having guidelines could limit our ability, we need flexibility in this realm. We didn't add any regulations about acquisitions because of the approval process has so much review and oversight. We do acquisitions for many different reasons such as neighborhood stabilization. Clay mentioned we acquired 188 Bassett Street to create a neighborhood laundry but that was never developed. Evan noted there are a lot of checks and balances governing acquisitions and thus we have a good framework and stringent guidelines would hamper our development ability. Evan thought acquisition guidelines would be more appropriate for the Land Bank. We need flexibility in the PAD process for acquisitions.

Clay mentioned ending tax abatements for sliver lots. Several committee members echoed Clay's suggestion. Evan told the committee the PAD Guidelines do not grant sliver lot tax abatements. The abatement come from the Urban Homestead act which was adopted by the Board of Alders. There is a separate legislative process via the Board of Alders to make changes. The PAD Guidelines govern the price of sliver lots, this committee can increase the prices if desired. There was discussion about tax abatement and sliver lot pricing. The City doesn't need to offer discount prices and tax abatements.

Sales of building lots to non-profits was discussed. Evan said no tax abatements occur as far as he is aware. The pricing to non-profits is low because no profit is made on the sale. Properties are sold below market value to the end buyer. Evan will seek more information about non-profit tax abatements on this type of sale. Clay asked a few questions about tax abatements for non-profits. Evan will get clarity from the Assessor's office. Clay noted the assessment deferral program is available to non-profits. Alder Festa asked to confirm if non-profits pay taxes on buildable parcels. Clay doesn't support selling at a low price and give a tax abatement. Several committee members agree with Clay.

Alder Antunes questioned the 10-year sliver lot tax abatement and 5-year phase-in, why do we do this? Evan said it was approved by the Board of Alders. The benefit does not come from the PAD

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Guidelines. Evan will follow up with Corporation Counsel about this question. LCI is designated as an urban homestead agency. The City grants this benefit automatically. Clay noted its up to the Alders to change the policy. Evan thought it would require an ordinance amendment. Evan noted our purview is the sliver lot pricing. Alder Festa asked why we don't sell sliver lot for the development of tiny-houses? Nate noted a non-conforming lot can only support a single-family house. It is possible to site a tiny house on a sliver lot, but the City has not supported the development of tiny houses. Evan believes it was a policy decision to not re-crowd the neighborhood mixing tiny houses with existing structures. A tiny house is not an ADU under our zoning regulations. The City has prioritized using sliver lots for side-yards, gardens, and other uses.

Alder Festa noted we need clarification on non-profits paying taxes before we can move this item. Alder Antunes would like to know why some Church property is exempt even though it's not used for a church purpose. Evan noted the Assessor's office should be able to shed some light on this topic. Clay noted our conversation is about tax policy. Alder Festa told the committee she sent a communication about this topic but no action was take by the Board of Alders. Alder Antunes and Alder Festa will look into this topic.

**A motion to table the PAD Guidelines was made by Clay Williams, seconded by Alder Festa, all were in favor.**

**Clay thanked Evan for his hard work on this matter and his work with this committee. Alder Festa seconded Clay's thanks. Evan thanked the committee for their work. Evan also thanked Zoom for bringing us together and making attendance much easier.**

**A motion to adjourn was made by Alder Festa, seconded by Alder Antunes, all were in favor.**

**Meeting Adjourned 4:01 P.M.**

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## LIVABLE CITY INITIATIVE –PROPERTY DIVISION

### Disposition Summary Sheet

#### Property Description

Property Address 262 Dixwell Avenue		Map-Block-Parcel 294 0343 00700	Zoning BA	Ward 21	Property Type Residential / Multi-Family	Total legal units 2	
2021 Assessment Value (100%)				70% of Assessment For Tax Purposes		Property Size	
Land + OB \$ 47,900	Building 154,500	Other N/A	Total Value \$ 202,400	\$ 141,680		Lot Size 35' X 179'	Total sq. ft. 6195 Sq./ Ft. Per Assessor

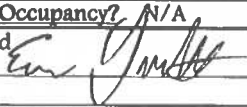
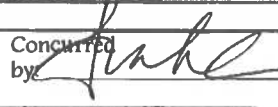
#### Property Value Information

Appraised Value \$ 245,000	Appraised by William F. Esposito, Jr.	Date 1/19/2023	Type of Sale Negotiated	Offered amount \$245,000	Rehab costs TBD	LCI Recommended \$245,000
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#### Prior Notifications Sent to

Aldersperson Yes X No <input type="checkbox"/>	Name of Aldersperson Hon. Maceo Streater 21 <sup>st</sup> Ward	Management Team N/A	Other interested parties No
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#### Applicant's Information

Applicant's name, address & telephone: Beulah Land Development Corp 774 Orchard Street New haven CT 06511		Name, address & telephone of contact person: C/O Darrell Brooks	
Applicant's City property tax status: Current	Review date 2/6/23	Reviewed by: Staff	Comments Current
<b>Proposal:</b> The City of New Haven Livable City Initiative proposes the disposition of a two- family residential property.			
<b>General discussion</b> The City of New Haven proposes to dispose of a two-family property to Beulah Land Development Corp. The applicant will rehabilitate the property and maintain the property as a low to moderate affordable rental property at 50% - 80% AMI. <u>The property will deed restricted for a minimum twenty (20) year period. This property must be maintained as an affordable rental property at 50%-80% AMI for not less than 20 (20) years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Directors of Livable City Initiative (LCI), or the Board of Alders of the City of New Haven.</u>			
Owner Occupancy? N/A			
Prepared by: 	Date 2/6/2023	Concurred by: 	Date 2/6/23

Committee	Date	Action
PAD	2/15/2023	
City Plan	2/15/2023	
L.C.I.	2/22/2023	
Board of Alders	3/6/2023	

## PRIOR NOTIFICATION FORM

### NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO : Hon. Maceo Streater 21<sup>st</sup> Ward

DATE: February 6, 2023

FROM: Department Livable City Initiative  
Person Evan Trachten  Telephone X 8373

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

Disposition of two-family residential structure at 262 Dixwell Avenue to Beulah Land Development Corp who will rehabilitate the property and maintain the property as an affordable rental at 50%-80% AMI for a minimum 20 year affordability term.

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 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.

TOPO	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT	Assessed
OCEAN 104 DEL LLC				RES LAND DWELLING	47,900
PO BOX 2870					154,500
NEW HAVEN CT 06515					33,530
					108,150
					6093
					NEW HAVEN, CT

# VISION

RECORD OF OWNERSHIP	BK	VOLUME	PAGE	SALE DATE	BUY	SELL	PRICE	VC
OCEAN 104 DEL LLC	9956	0174		01-10-2019	U			0 3
530 EASTERN NH LLC	9694	0109		03-22-2018	U			0 3
GREEN MACHINE NH LLC	9577	0340		05-26-2017	U		90,000	3
262 DIXWELL AVENUE LLC	9455	0029		08-04-2016	U		90,000	0 3
DWIGHT RE LLC	9455	0026		08-04-2016	U		90,000	50

EXEMPTIONS	Year	Code	Description	Amount	Number	Amount	Comm Int
	Total			0.00			

OTHER ASSESSMENTS	Year	Code	Description	Amount	Number	Amount	Comm Int
	Total			0.00			

ASSESSING NEIGHBORHOOD	Nbhd Name	Tracing	Batch
	NEW HALLVILLE		

32 FT SIDE DORMER

BUILDING PERMIT RECORD	Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments
	98-028	01-30-1998	C/	Legal Complain	0		100	01-30-1998	VISUAL
	106849	09-23-1997	RH	Rehab	5,000		100		INT RENOV 1ST & 2ND FLOOR
	106553	07-11-1997	RH	Rehab	2,000		100		REHAB 3RD FLOOR SHEET

LAND VALUE SECTION	B Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	Size Adj	Stat Index	Cond	Nbhd	Nbhd Adj
	1	Two Family	BA	0		6,195 SF	8.59	1.000000	5	1.00	1600	0.900

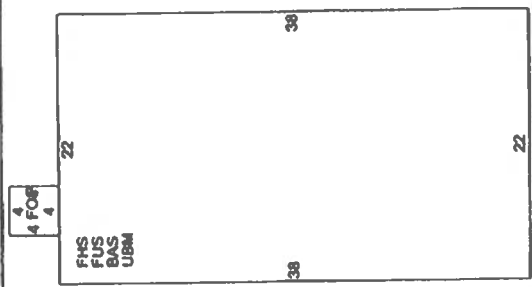
APPRaised VALUE SUMMARY	Appraised Bldg. Value (Card)	Appraised X1 (B) Value (Bldg)	Appraised Ob (B) Value (Bldg)	Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value	Valuation Method
	154,500	0	0	47,900	0	202,400	C

VISIT/CHANGE HISTORY	Date	Id	Type	Is	CD	Purpose/Result
	12-15-2020	VA				Data Mailer Sent
	06-01-2011	Ml	04	70		Field Review
	05-02-2011	GM2	03	00		Measur+Listed
	02-12-2011	RMH	03	09		Refusal
	07-25-2001	TM		45		Review Against Field Cd

PREVIOUS ASSESSMENTS (HISTORY)	Year	Code	Assessed V	Year	Code	Assessed
	2021	1-1	33,530	2020	1-1	26,810
	2020	1-3	108,150	2019	1-3	55,020
	Total		141,680	Total		81,830

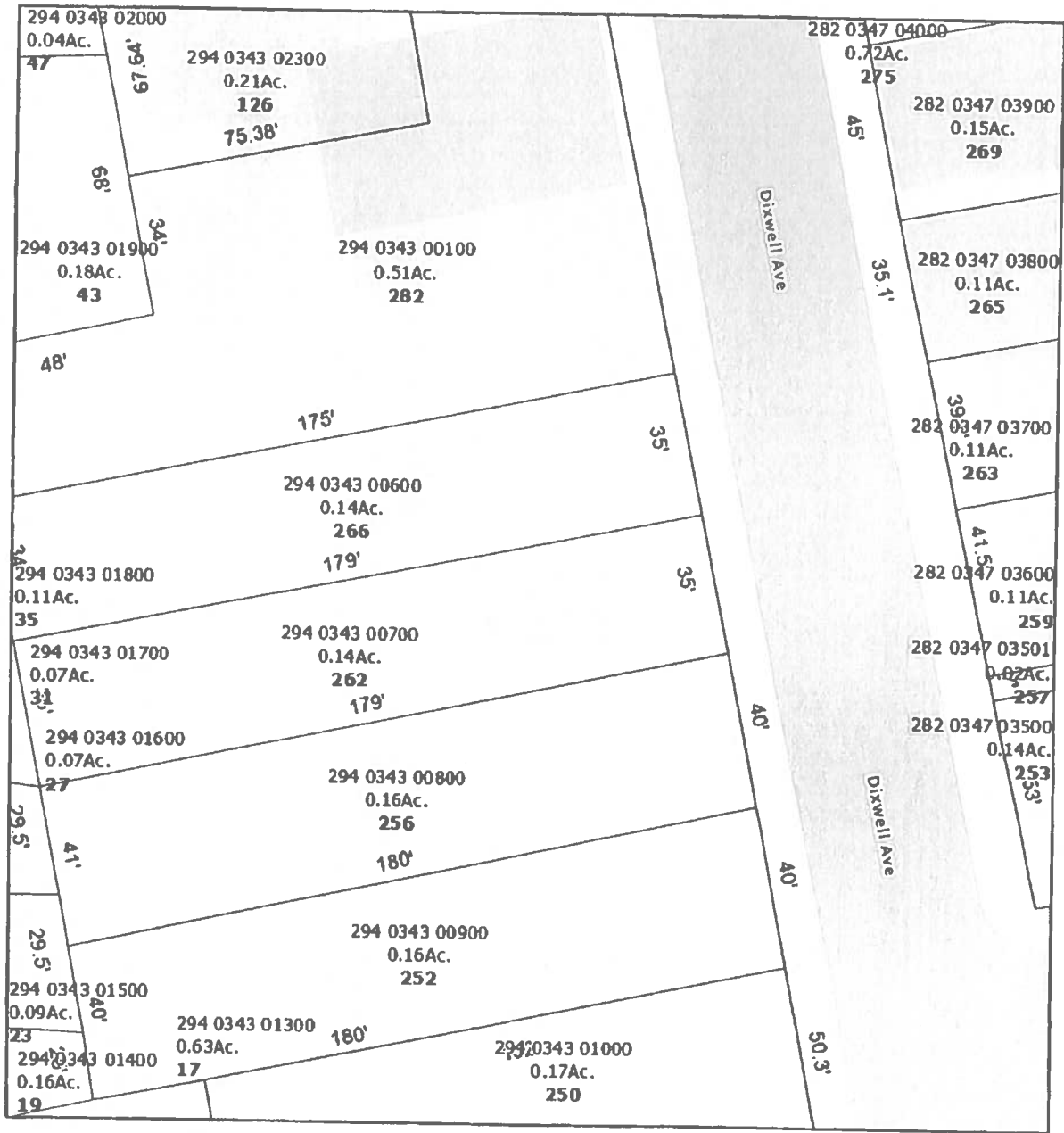
This signature acknowledges a visit by a Data Collector or Assessor

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)	
Element	Description	Element	Description
09	2 Family		
02	Multi-Fam 2-4		
C	Average		
2.5	2 1/2 Stories		
2	Vinyl Siding		
25	Aluminum Siding		
26	Gable/Hip		
03	Asphalt		
03	Plaster/Drywal		
12	Fin WD/Carpet		
02	Oil/Gas		
05	Hot Water		
01	None		
05	5 Bedrooms		
3	Total Bthms:		
0	Total Half Baths		
11	Total Xtra Flats		
02	Total Rooms:		
02	Average		
G	Good		
160B	NEWHALLVILLE		



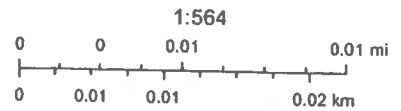
OB - OUTBUILDING & YARD ITEMS (EX - BUILDING EXTRA FEATURES)		BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Unit Price	Yr Bld	Cond.	% Gd	Grade	Grade Adj.	Appr. Value	
BAS	First Floor	836	836	836	836	836	836	79,630	
FHS	Finished Half Story	543	543	543	543	543	543	51,721	
FOP	Open Porch	0	16	3	17.66	3	17.66	286	
FUS	Finished Upper Story	836	836	836	836	836	836	79,630	
UBM	Unfinished Basement	0	836	167	19.03	167	19.03	15,907	
Ttl Gross Lw / Lease Area								2,215	3,360
								2,215	227,174

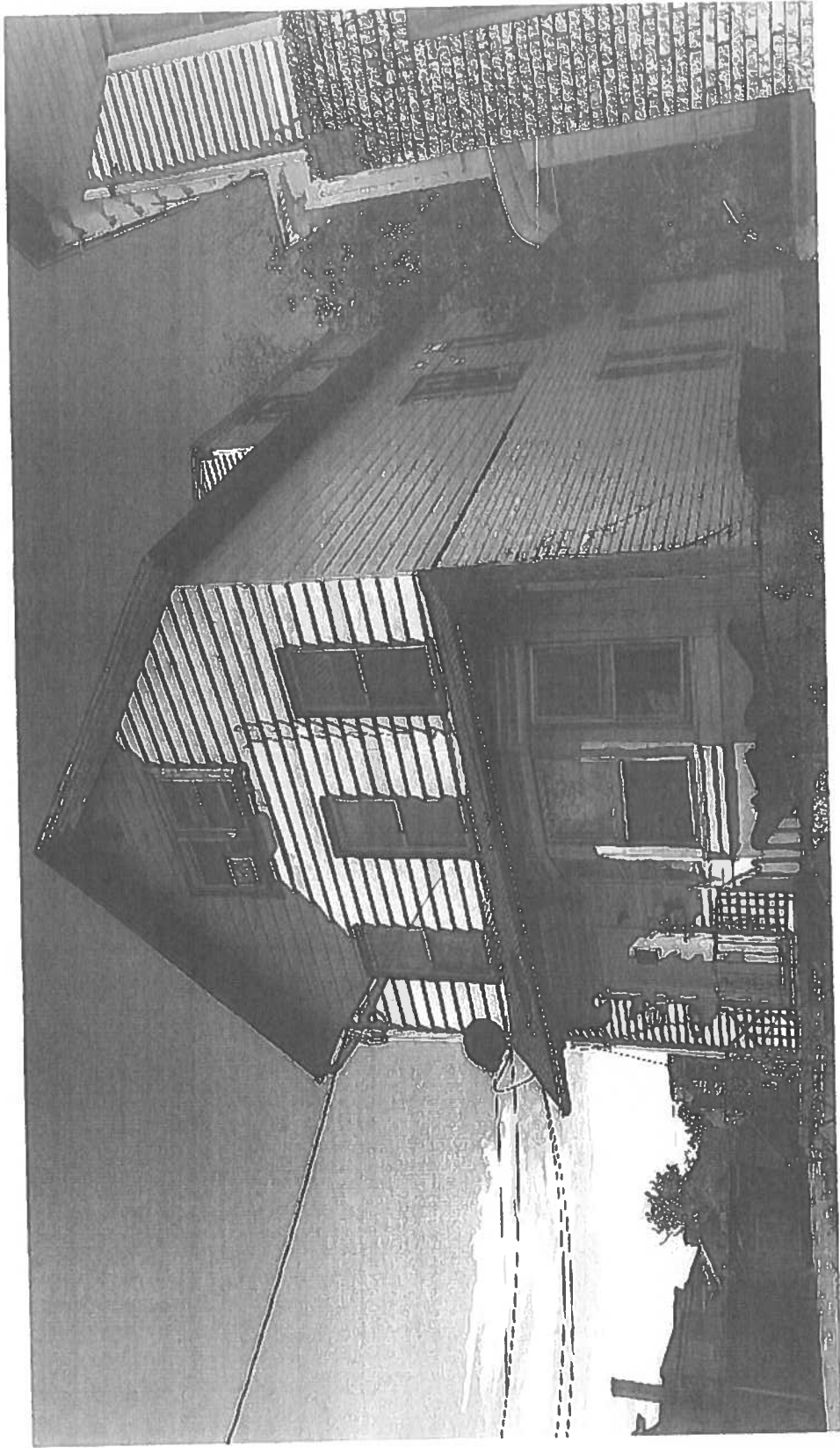
# Disposition of 262 Dixwell Avenue



10/24/2022, 2:50:21 PM

 NH Parcels Web







## NEW HAVEN CITY PLAN COMMISSION ADVISORY REPORT

**RE:** 262 DIXWELL AVENUE.  
MBLU: 294 0343 00700  
**Submitted by:** Evan Trachten, Livable Cities Initiative

Disposition of a city-owned two-family property to Beulah Land Development Corp.

**REPORT:** 1627-05  
**ADVICE:** Approve

### PROJECT SUMMARY:

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**Applicant(s):** Beulah Land Development Corp  
**Price:**  
**Site:** 6,195 SF  
**Zone:** BA  
**Use:** Two-family house  
**Financing:**  
**City Lead:** Evan Trachten  
**Agency:** Livable City Initiative  
**Phone:** 203-946-8373

### ORDINANCE

This request comes from the City’s Livable City Initiative Bureau (LCI) regarding the disposition of a vacant City-owned three-family house. This is in accordance with Section D(8) of the City’s Land Disposition Agreement Guidelines, “**The proposal shall be forwarded in the following sequence for further consideration: 1. PAD (approval required); 2. City Plan Commission (advisory review); and 3. LCI Board of Directors (approval required).**” Accordingly, the Planning Commission may provide an advisory report.

### BACKGROUND

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On November 30, 2022, the City Plan Commission recommended approval of a PAD referral for the acquisition of four properties on Dixwell Avenue, including 262 Dixwell Avenue (CPC Report #1622-02). The City is currently in the process of finalizing acquisition of the properties. The acquisition proposal noted that the City planned to then dispose of the 262 and 263 Dixwell Avenue properties to a nonprofit organization.

The City of New Haven now proposes to dispose of the two-family property at 262 Dixwell Avenue to Beulah Land Development Corp. The applicant will rehabilitate the property and maintain the property as a low to moderate affordable rental property at 50% - 80% AMI. The property will deed restricted for a minimum twenty (20) year period. This property must be maintained as an affordable rental property at 50%-80% AMI for not less than 20 years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Directors of Livable City Initiative (LCI), or the Board of Alders of the City of New Haven. Essentially, the LCI Board of Directors seeks guidance as to whether this property is or may be needed for municipal purposes.

Planning Commission considerations, whether:

- The property is or should be used for municipal purposes.
- The site is not adjacent to a park to create additional park land.

- The property is an interior lot.<sup>1</sup>
- The site could be used as a pocket park or community garden.<sup>2</sup>
- The comprehensive plan identifies or will identify resources within this area for which this parcel could be used.

**PLANNING CONSIDERATIONS:**

The proposal will achieve the following Comprehensive Plan Goals:

- Develop land uses that are compatible with the character of the surrounding area.
- **“Continue to use the city’s Land Disposition Agreement (LDA) to advance housing and neighborhood objectives, including appropriate densities, home ownership and contextual design.”**
- **“Use redevelopment and other tools to address nuisance and deterioration issues, including uses that are deleterious to neighborhoods in general.”** (The City’s Comprehensive Plan) – This is a redevelopment tool to keep property from becoming deleterious to the neighborhood.
- **“Create diverse housing stock suitable for all abilities, ages and incomes.”**
- **“Encourage neighborhood stability.”**
- **“Enhance quality of the housing stock.”** (The City’s Comprehensive Plan)
- **“Preserve existing, historic housing stock.”** (The City’s Comprehensive Plan)
- **“Encourage sustainable housing developments.”** (The City’s Comprehensive Plan)

Planning Staff note that the structure at 262 Dixwell Avenue is listed in Historic Resource Inventories and is identified as contributing structures in the Winchester Repeating Arms Company National Historic District. The structure retains notable features of the historic facade. Any full or partial demolition of this structure proposed in the future is subject to City Charter Title III, Chapter 9, Article II, Section 9-50-Delay of demolition of historic resources.

**RECOMMENDATIONS**

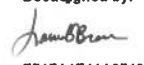
The Commission makes the following recommendations for the proposed acquisition:

- Robust community engagement should be conducted as rehabilitation plans are developed.
- Opportunities for local apprentices to be involved in the project should be pursued.
- Due to the site’s location, including proximity to the Farmington Canal Trail, special attention should be given to supporting bicycle and pedestrian access.
- Historic features on the façade of 262 Dixwell Avenue should be preserved.

**ADVICE:**

To approve based on this proposal’s alignment with the City’s Comprehensive Plan.

**ADOPTED:** February 15, 2023  
Leslie Radcliffe  
Chair

**ATTEST:**  February 22, 2023 | 2:57 PM EST  
E71FA1E41A274B3  
Laura E Brown  
Executive Director, City Plan Department

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<sup>1</sup> Interior Lot - "a lot other than a corner lot with only one frontage on a street " (<http://parcelsales.scgov.net/Definitions.aspx>)  
<sup>2</sup> Pocket Park - "A small area accessible to the general public that is often of primarily environmental, rather than recreational, importance. They can be urban, suburban or rural and often feature as part of urban regeneration schemes in inner-city areas to provide areas where wild-life can establish a foothold." ([http://www.wordiq.com/definition/Pocket\\_park](http://www.wordiq.com/definition/Pocket_park))

## LIVABLE CITY INITIATIVE –PROPERTY DIVISION

### Disposition Summary Sheet

#### Property Description

Property Address 263 Dixwell Avenue		Map-Block-Parcel 282 0347 03700	Zoning BA	Ward 22	Property Type Residential Multi Family	Total legal units 2
2021 Assessment Value (100%)				70% of Assessment For Tax Purposes	Pro erty Size	
Land + OB \$ 46,600	Building \$126,60	Other N/A	Total Value \$ 173,100	\$ 121,240	Lot Size 40' X 120'	Total sq. ft. 4 64 Sq./ Ft. Per Assessor

#### Property Value Information

Appraised Value	Appraised by	Date	Type of Sale	Offered amount	Rehab costs	LCI Recommended
\$ 250,000	William F. Esposito, Jr.	1/19/2023	Negotiated	\$250,000	TBD	\$250,000

#### Prior Notifications Sent to

Aldersperson	Name of Aldersperson	Management Team	Other interested parties
Yes X No <input type="checkbox"/>	Hon Jeanette Morrison 22 <sup>nd</sup> Ward	N/A	No

#### Applicant's Information

Applicant's name, address & telephone:		Name, address & telephone of contact person:	
Applicant's City property tax status:		Review date	Reviewed by:
Current			Staff
Comments Current			

**Proposal:** The City of New Haven Livable City Initiative proposes the disposition of a two-family residential property.

**General discussion** The City of New Haven proposes to dispose of a two-family property to Beulah Land Development Corp. The applicant will rehabilitate the property and maintain the property as a low to moderate affordable rental property at 50% - 80% AMI. **The property will deed restricted for a minimum twenty (20) year period. This property must be maintained as an affordable rental property at 50%-80% AMI for not less than 20 (20) years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Directors of Livable City Initiative (LCI), or the Board of Alders of the City of New Haven.**

Owner Occupancy? N/A

Prepared by: [Signature] Date 2/6/2023 Concurred by: [Signature] Date 2/6/23

Committee	Date	Action
PAD	2/15/2023	
City Plan	2/15/2023	
L.C.I.	2/22/2023	
Board of Alders	3/6/2023	

**PRIOR NOTIFICATION FORM**

**NOTICE OF MATTER TO BE SUBMITTED TO  
THE BOARD OF ALDERS**

TO: Hon. Jeanette Morrison Ward

DATE: February 6, 2023

FROM: Department Livable City Initiative  
Person Evan Trachten (EP) Telephone X 8373

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

Disposition of two-family residential structure at 263 Dixwell Avenue to Beulah Land Development Corp who will rehabilitate the property and maintain the property as an affordable rental at 50%-80% AMI for a minimum 20 year affordability term.

Check one if this an appointment to a commission

Democrat

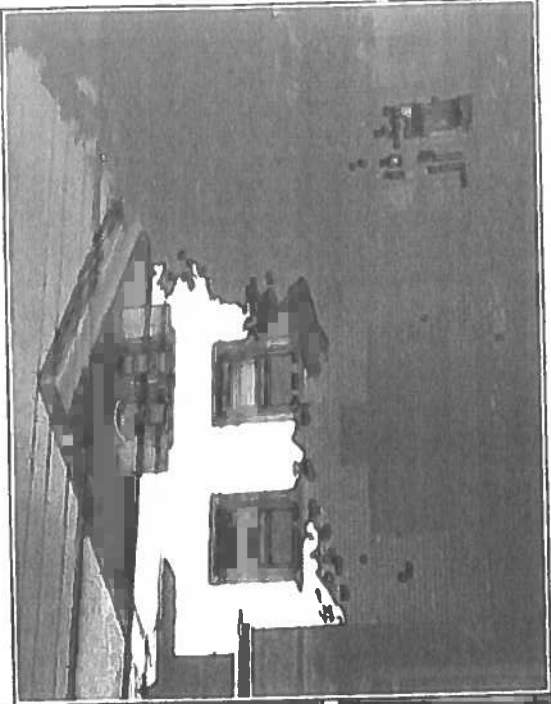
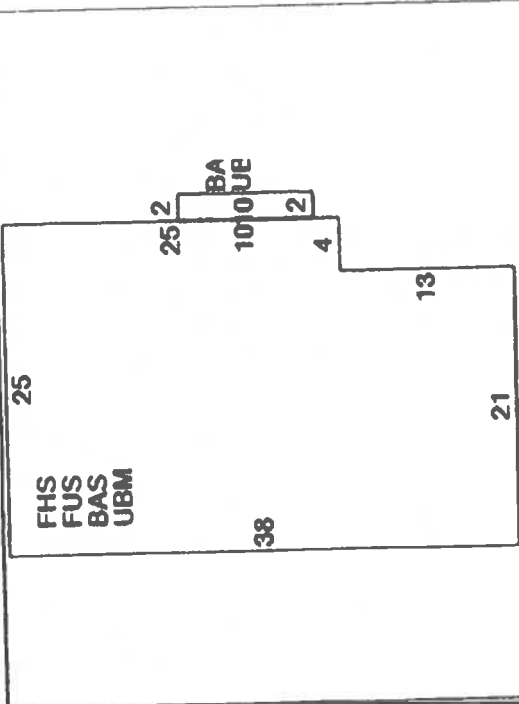
Republican

Unaffiliated/Independent/Other

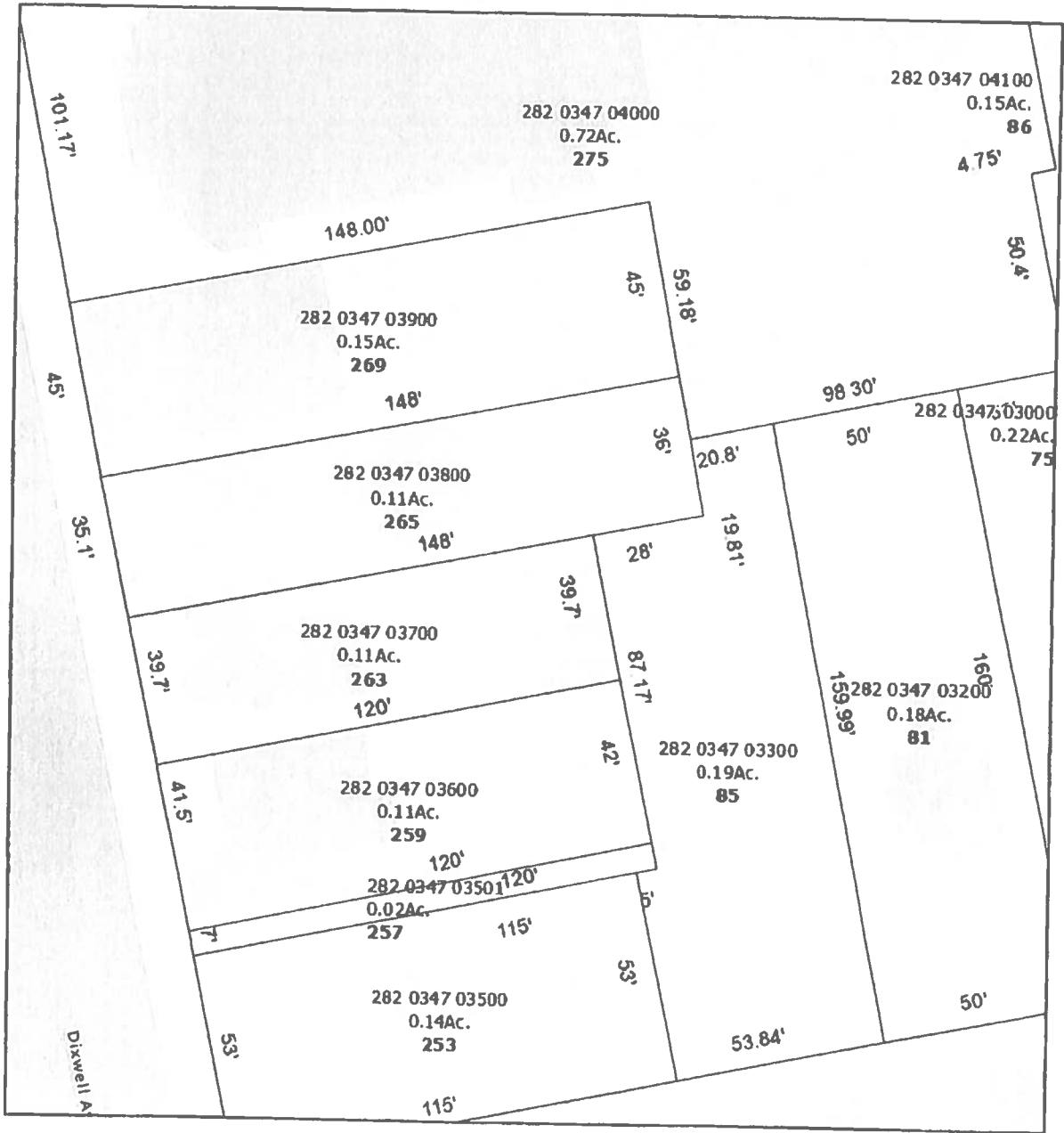
**INSTRUCTIONS TO DEPARTMENTS**

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 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.



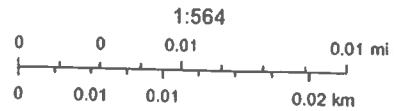


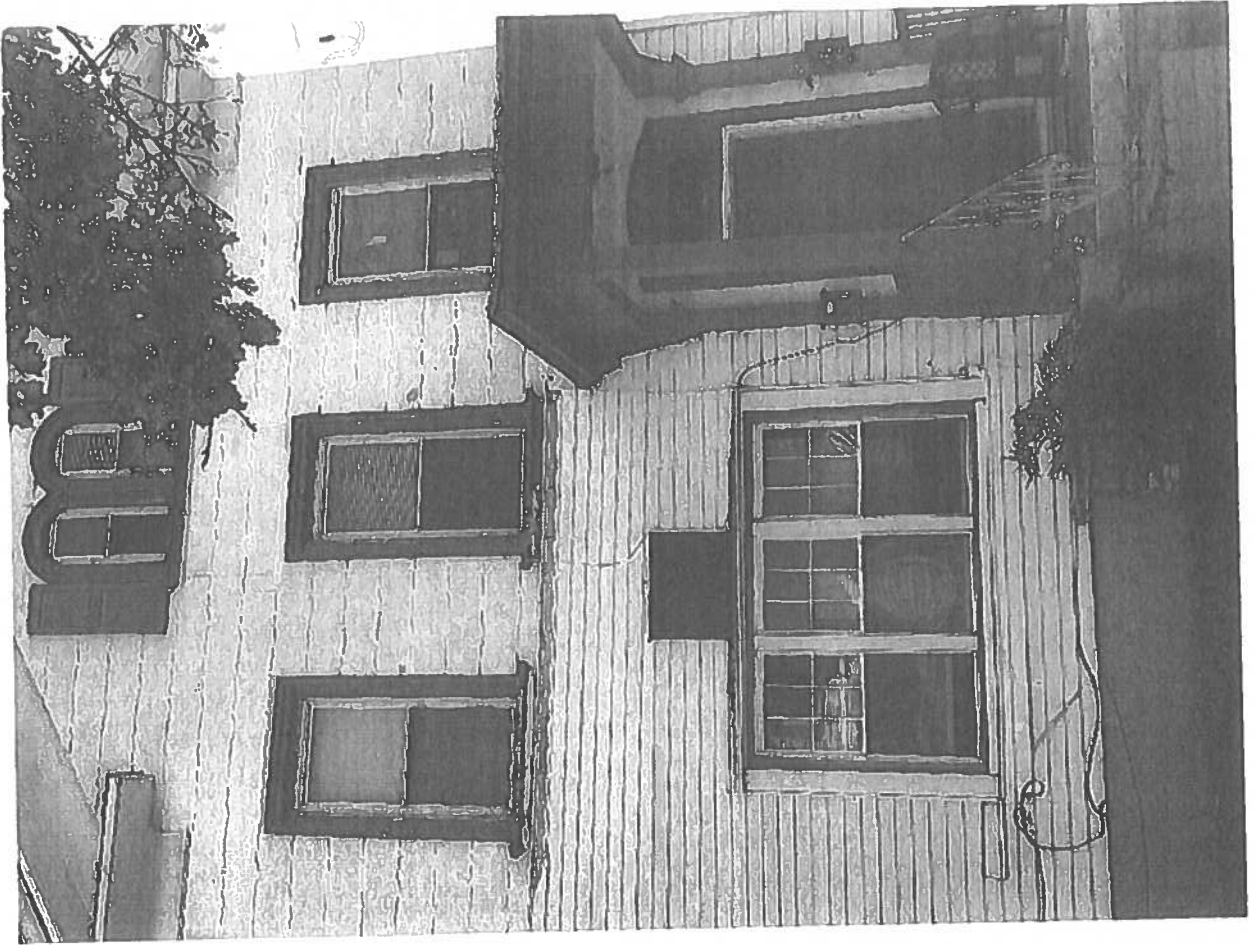
# Disposition of 263 Dixwell Avenue



10/24/2022, 2:48:06 PM

 NH Parcels Web







## NEW HAVEN CITY PLAN COMMISSION ADVISORY REPORT

**RE:** 263 DIXWELL AVENUE.  
MBLU: 282 0347 03700  
**Submitted by:** Evan Trachten, Livable Cities Initiative

Disposition of a city-owned two-family property to Beulah Land Development Corp.

**REPORT:** 1627-06  
**ADVICE:** Approve

### PROJECT SUMMARY:

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**Applicant(s):** Beulah Land Development Corp  
**Price:**  
**Site:** 4,764 SF  
**Zone:** BA  
**Use:** Two-family house  
**Financing:**  
**City Lead:** Evan Trachten  
**Agency:** Livable City Initiative  
**Phone:** 203-946-8373

### ORDINANCE

This request comes from the City’s Livable City Initiative Bureau (LCI) regarding the disposition of a vacant City-owned three-family house. This is in accordance with Section D(8) of the City’s Land Disposition Agreement Guidelines, “**The proposal shall be forwarded in the following sequence for further consideration: 1. PAD (approval required); 2. City Plan Commission (advisory review); and 3. LCI Board of Directors (approval required).**” Accordingly, the Planning Commission may provide an advisory report.

### BACKGROUND

On November 30, 2022, the City Plan Commission recommended approval of a PAD referral for the acquisition of four properties on Dixwell Avenue, including 263 Dixwell Avenue (CPC Report #1622-02). The City is currently in the process of finalizing acquisition of the properties. The acquisition proposal noted that the City planned to then dispose of the 262 and 263 Dixwell Avenue properties to a nonprofit organization.

The City of New Haven now proposes to dispose of the two-family property at 263 Dixwell Avenue to Beulah Land Development Corp. The applicant will rehabilitate the property and maintain the property as a low to moderate affordable rental property at 50% - 80% AMI. The property will deed restricted for a minimum twenty (20) year period. This property must be maintained as an affordable rental property at 50%-80% AMI for not less than 20 years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), the Board of Directors of Livable City Initiative (LCI), or the Board of Alders of the City of New Haven.

Planning Commission considerations include whether:

- The property is or should be used for municipal purposes.
- The site is not adjacent to a park to create additional park land.
- The property is an interior lot.<sup>1</sup>

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<sup>1</sup> Interior Lot - "a lot other than a corner lot with only one frontage on a street " (<http://parcelsales.scgov.net/Definitions.aspx>)

- The site could be used as a pocket park or community garden.<sup>2</sup>
- The comprehensive plan identifies or will identify resources within this area for which this parcel could be used.

**PLANNING CONSIDERATIONS:**

The proposal will achieve the following Comprehensive Plan Goals:

- Develop land uses that are compatible with the character of the surrounding area.
- **“Continue to use the city’s Land Disposition Agreement (LDA) to advance housing and neighborhood objectives, including appropriate densities, home ownership and contextual design.”**
- **“Use redevelopment and other tools to address nuisance and deterioration issues, including uses that are deleterious to neighborhoods in general.”** (The City’s Comprehensive Plan) – This is a redevelopment tool to keep property from becoming deleterious to the neighborhood.
- **“Create diverse housing stock suitable for all abilities, ages and incomes.”**
- **“Encourage neighborhood stability.”**
- **“Enhance quality of the housing stock.”** (The City’s Comprehensive Plan)
- **“Preserve existing, historic housing stock.”** (The City’s Comprehensive Plan)
- **“Encourage sustainable housing developments.”** (The City’s Comprehensive Plan)

Planning Staff note that the structure at 263 Dixwell Avenue is listed in Historic Resource Inventories and is identified as contributing structures in the Winchester Repeating Arms Company National Historic District. The structure retains notable features of the historic facade. Any full or partial demolition of this structure proposed in the future is subject to City Charter Title III, Chapter 9, Article II, Section 9-50-Delay of demolition of historic resources.

**RECOMMENDATIONS**


The Commission makes the following recommendations for the proposed acquisition:

- Robust community engagement should be conducted as rehabilitation plans are developed.
- Opportunities for local apprentices to be involved in the project should be pursued.
- Due to the site’s location, including proximity to the Farmington Canal Trail, special attention should be given to supporting bicycle and pedestrian access.
- Historic features on the façade of 263 Dixwell Avenue should be preserved.

**ADVICE:**

To approve based on this proposal’s alignment with the City’s Comprehensive Plan.

**ADOPTED:** February 15, 2023  
Leslie Radcliffe  
Chair

**ATTEST:**  February 22, 2023 | 2:57 PM EST  
Laura E Brown  
Executive Director, City Plan Department

<sup>2</sup> Pocket Park - "A small area accessible to the general public that is often of primarily environmental, rather than recreational, importance. They can be urban, suburban or rural and often feature as part of urban regeneration schemes in inner-city areas to provide areas where wild-life can establish a foothold." ([http://www.wordiq.com/definition/Pocket\\_park](http://www.wordiq.com/definition/Pocket_park))

# LIVABLE CITY INITIATIVE –PROPERTY DIVISION

## Disposition Summary Sheet

### Property Description

Property Address 177 Winthrop Avenue		Map-Block-Parcel 341 1282 01900	Zoning RM-2	Ward 23	Property Type Multi-Family Residential	Total legal units 3	
<b>2021 Assessment Value (100%)</b>				<b>70% of Assessment For Tax Purposes</b>		<b>Property Size</b>	
Land + OB \$ 53,500	Building \$ 248,400	Other N/A	Total Value \$301,900		Lot Size 45' X 150'		Total sq. ft. 6534 Sq./ Ft. Per Assessor

### Property Value Information

Appraised Value \$ 301,900	Appraised by Vision	Date 10/1/2021	Type of Sale Non-Profit	Offered amount \$ 2,000	Rehab costs N/A	LCI Recommended \$ 2,000
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### Prior Notifications Sent to

Aldersperson Yes X No <input type="checkbox"/>	Name of Aldersperson Hon. Tyisha Walker-Myers 23 <sup>rd</sup> Ward	Management Team N/A	Other interested parties N/A
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### Applicant's Information

Applicant's name, address & telephone: Urban Equity Development Corporation 136 Sherman Avenue New Haven CT 06511		Name, address & telephone of contact person: C/O Virginia Spell, Chair	
Applicant's City property tax status: Current	Review date 1/10/2023	Reviewed by: Staff	Comments Current

**Proposal:** The City of New Haven Livable City Initiative proposes the disposition of a vacant three family residential property.

**General discussion** The City proposes to dispose of this three-family property to Urban Equity Development Corporation who will rehabilitate the property as a two-family and sell it to an owner occupant. **This property must be sold to an owner occupant for a combined period not less than ten (10) years, inclusive of successive ownership, unless a more extensive period is required by federal law, the Property Acquisition and Disposition Committee (PAD), City Plan, the Board of Director of Livable City Initiative (LCI) and / or the Board of Alders of the City of New Haven.**

**Owner Occupancy?** Sale to owner occupant

Prepared by:  Date 1/27/2023 Revised  
 Concurred by:  Date 2-1-23 Revised

Committee	Date	Action
PAD	1/18/2023	Approved
City Plan	2/1/2023	Approved
L.C.I.	<del>2/22/2023</del> 3/1/2023	Approved
Board of Alders	3/20/2023	

**PRIOR NOTIFICATION FORM**

**NOTICE OF MATTER TO BE SUBMITTED TO  
THE BOARD OF ALDERS**

TO : Hon. Tyisha Walker-Myers 23<sup>rd</sup> Ward

DATE: **January 10, 2023**

FROM: Department Livable City Initiative  
Person Evan Trachten Telephone X 8373

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

Disposition of vacant three family residential structure to Urban Equity Development Corporation (UEDC). The property will be rehabilitated and sold to an owner occupant.

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.

CITY OF NEW HAVEN	TOPO	UTILITIES	STRT / ROAD	LOCATION	DESCRIPTION	CODE	ASSESSED	ASSESSED	ASSESSED	6093
165 CHURCH ST					EX RES LN	11	53,500	37,450	14,980	
					EX R EAC	12	241,500	169,050	105,000	
					EX RS OTB	14	6,900	4,830	4,830	
NEW HAVEN CT 06510										NEW HAVEN, CT
<b>VISION</b>										

RECORD OF OWNERSHIP	BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	Year	Code	Assessed	Year	Code	Assessed
CITY OF NEW HAVEN	9838	04-10-2019	U	I	50,000	50	2021	11	37,450	2020	11	14,980
WELLS FARGO BANK	9547	03-17-2017	U	I	197,142	18		12	169,050		12	105,000
CARMON JEFFREY D	8662	02-25-2011	Q	I	187,000	00		14	4,830		14	4,830
G&H INVESTMENTS LLC	8493	01-21-2010	U	I	0	3						
HECHT SAM	8493	01-21-2010	U	I	64,000	52						
Total							211,330	Total	211,330	Total	211,330	124,810

EXEMPTIONS	Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int
				0.00					
<b>ASSESSING NEIGHBORHOOD</b>									
Nbhd	1800		Nbhd Name	B		Tracing			Batch
<b>NOTES</b>									
1/11 SD 23 FT X 2									

OTHER ASSESSMENTS	Year	Code	Description	Amount	Year	Code	Description	Amount	
This signature acknowledges a visit by a Data Collector or Assessor									
<b>APPRAISED VALUE SUMMARY</b>									
Appraised Bldg. Value (Card)				241,500					
Appraised Xf (B) Value (Bldg)				0					
Appraised Ob (B) Value (Bldg)				6,900					
Appraised Land Value (Bldg)				53,500					
Special Land Value				37,450					
Total Appraised Parcel Value				301,900					
Valuation Method				C					

BUILDING PERMIT RECORD	Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments
	B-18-703	06-05-2018	RH	Rehab	6,000		100	06-19-2018	REMOVE/REPLACE ROOF C

LAND LINE VALUATION SECTION	Date	Id	Type	Is	Cd	Purpose/Result
	12-15-2020	VA			DM	Data Mailer Sent
	09-06-2011	VA			71	Data Mailer No Change
	08-19-2011	VA			DM	Data Mailer Sent
	06-01-2011	JW/1			70	Field Review
	01-17-2011	MD2			01	Measured
	06-25-2001	TM			45	Review Against Field Cd

VISIT / CHANGE HISTORY	Year	Code	Description	Amount
Total Appraised Parcel Value				
				301,900

LAND USE VALUATION SECTION	B Use Code	Description	Zone	LA	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location	Adj Unit P	Land Value
	1	907U	EXEMPT MDL-0	RM2	0	6,534	SF	8.19	1.00000	5	1.00	1800	1.000		1.0000	53,500
Total Card Land Units 6,534 SF																
Parcel Total Land Area 0																
Total Land Value 53,500																

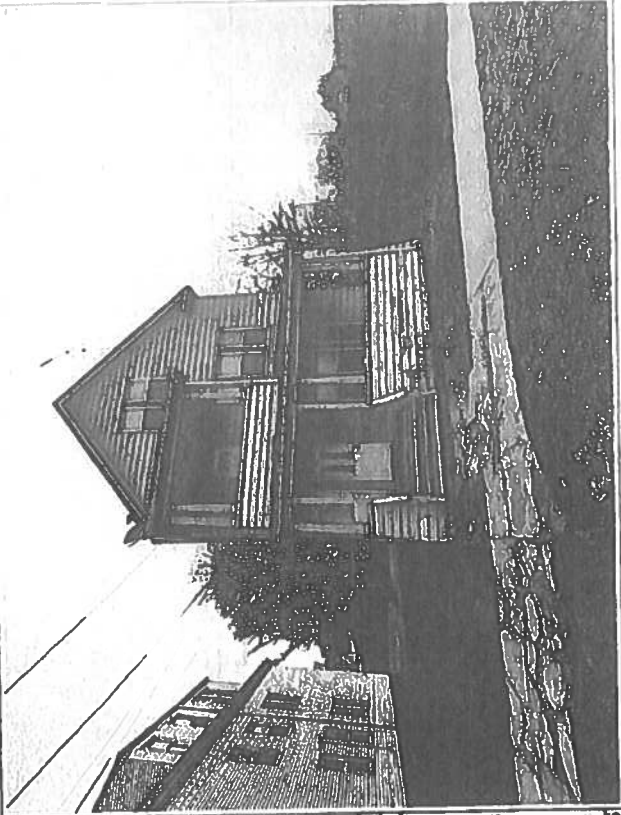
CONSTRUCTION DETAIL		Element	Cd	Description
Style:	67	3 Family		
Model:	02	Multi-Fam 2-4		
Grade:	C	Average		
Stories:	2.5	2-1/2 Stories		
Occupancy:	3	Aluminum Siding		
Exterior Wall 1	26	Gable/Hip		
Exterior Wall 2	03	Asphalt		
Roof Structure:	03	Plaster/Drywall		
Roof Cover:	03	Fin WD/Carpet		
Interior Wall 1	12	Oil/Gas		
Interior Wall 2	02	Forced Hot Air		
Interior Fir 1	04	None		
Interior Fir 2	01	6 Bedrooms		
Heat Fuel:	06			
Heat Type:	3			
AC Type:	0			
Total Bedrooms:	14			
Total Bathrooms:	02			
Total Half Baths:	02			
Total Xtra Fbtrs:				
Total Rooms:				
Bath Style:				
Kitchen Style:				
Interior Condito				
Fin Bsmnt Area				
Fin Bsmnt Qual				
NBHD Code	180B	CHAPEL WEST		

CONSTRUCTION DETAILS (CONTINUED)		Element	Cd	Description
<b>COMBO DATA</b>				
Parcel ID	C	Description	B	S
Adjust Type	Code	Description	Factor%	
Condo FF				
Condo Unit				
<b>COST/MARKET VALUATION</b>				
Building Value New		309,616		
Year Built		1918		
Effective Year Built		1999		
Depreciation Code		G		
Remodel Rating		22		
Year Remodeled		0		
Depreciation %		0		
Functional Obsol		1		
External Factor		78		
Trend Factor		241,500		
Condition %				
Percent Good				
RCNLD				
Dep % Ovr				
Dep Ovr Comment				
Misc Imp Ovr				
Misc Imp Ovr Comment				
Cost to Cure Ovr				
Cost to Cure Ovr Comment				

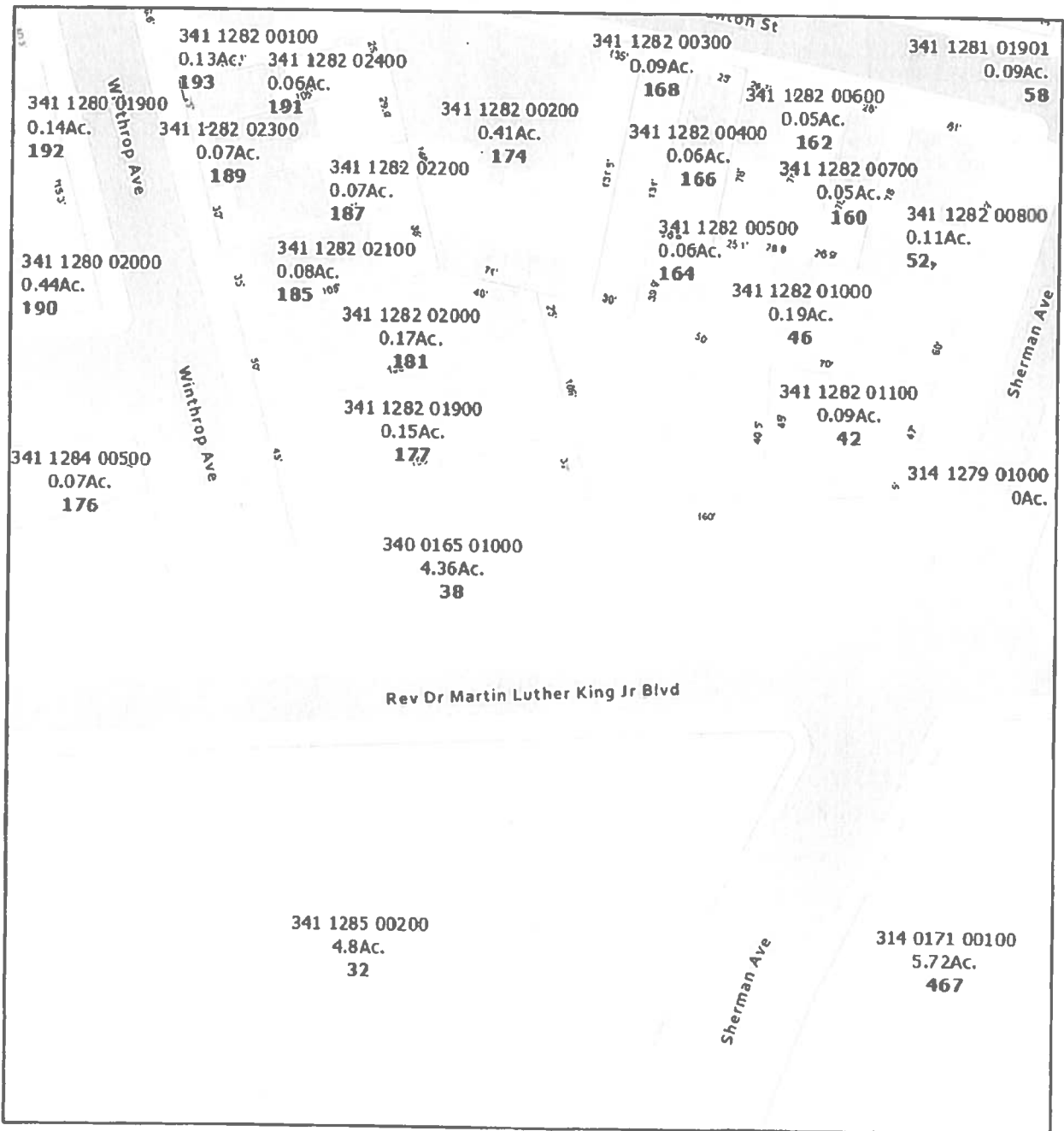
OB - OUT BUILDING & YARD ITEMS (EXCLUDE BUILDING EXTERIOR FEATURES)										
Code	Description	UB Units	Unit Price	Yr Bilt	Cond.	Cd	% Cd	Grade	Ad.	Appr. Value
FGR1	GARAGE-AVE	L	396	35.00	1948	A	50	03	1.00	6,900

BUILDING SUBAREA SUMMARY SECTION							
Code	Description	Living Area	Floor Area	Eir Area	Unit Cost	Undeprac Value	
BAS	First Floor	1,152	1,152	1,152	92.28	106,312	
FHS	Finished Half Story	749	1,152	749	60.00	69,121	
FOP	Open Porch	0	0	72	18.56	6,645	
FUS	Finished Upper Story	1,152	1,152	1,152	92.28	106,312	
UBM	Unfinished Basement	0	0	230	18.42	21,226	
Ttl Gross Lw / Lease Area					3,053	4,966	3,355
							309,616

5	8	5	24
FHS	FUS	BAS	UBM
48	48	48	48
11	12	12	7
FOP	FOP	FOP	FOP



# 177 Winthrop Avenue



4/6/2022, 3:27:15 PM

1:1,128

NewHaven\_Parcels  
New Haven Web Parcels





April 5, 2022

Ms. Arlevia Samuel, Acting Executive Director  
LCI  
165 Church Street  
New Haven, CT 06510

Dear Ms. Samuel,

We are writing to support Urban Equity Development Corporation's acquisition of 177 Winthrop Avenue. For many years, the Urban League of Southern Connecticut has sought partnerships to achieve our goals for neighborhood stabilization. We have assured that the work outlined for the neighborhood through UEDC will support those efforts.

We hope you will consider our support for this project an indication of the partnership we are forging in revitalizing the West River neighborhood.

We look forward to your favorable award for these properties.

Sincerely,



Virginia Spell  
Interim President/CEO



**URBAN EQUITY DEVELOPMENT CORPORATION  
136 SHERMAN AVENUE  
NEW HAVEN, CONNECTICUT 06511  
203-327-5810(P) 203-406-0008(F)**

**ATTACHMENT 2**

**SOURCES AND USES STATEMENT**

**SOURCES**

<b>UEDC Funds -(C)</b>	<b>50,000</b>
<b>West River Award-(C)</b>	<b>250,000</b>
<b>Public Funds (Pending)</b>	<b>25,000</b>
<b>Lead Funds (Projected)</b>	<b>20,000</b>
<b>TOTAL REVENUES</b>	<b>345,000</b>

**USES**

<b>Construction</b>	<b>300000</b>
<b>A/E</b>	<b>7500</b>
<b>Contingency Allowance</b>	<b>10000</b>
<b>Public</b>	
<b>Facilities/Improvements</b>	<b>15000</b>
<b>Construction Management</b>	<b>12500</b>
<b>TOTAL EXPENSES</b>	<b>345000</b>

008(F)

**ATTACHMENT 3/ 4****COST SUMMARY/ DEVELOPMENT SCHEDULE**

UEDC preliminary project cost is estimated to be \$345,000 and projected to take up to six (6) months for completion. UEDC anticipates costs will include construction management , design, construction, site work, and permits. Additionally, UEDC will complete the required remediation and lead clean up in accordance with the Phase II Environmental Assessment Report.

<b>Project Phase</b>	<b>Duration of Phase in Months</b>	<b>Month Sequence</b>	<b>Budget</b>
<b>Architectural &amp; Engineering /CM</b>	<b>1</b>	<b>1-6</b>	<b>\$20,000</b>
<b>Site Clean-Up/Remediation/Site Prep</b>	<b>1</b>	<b>1-2</b>	<b>\$7,500</b>
<b>Contingency</b>	<b>6</b>	<b>1-6</b>	<b>10,000</b>
<b>Site Work, Improvements , and Infrastructure</b>	<b>2</b>	<b>1-6</b>	<b>\$7,500</b>
<b>Construction Rehab: 2-Family Home (2 units)</b>	<b>6</b>	<b>2-6</b>	<b>\$300,000</b>
<b>Project Soft Costs</b>		<b>\$45,000</b>	
<b>Total</b>			<b>\$345,000</b>

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**ATTACHMENT 5**

**Rehabilitation Plan**

**Urban Equity Development Corporation (UEDC), operating as a non-profit development corporation in the City of New Haven. UEDC has adopted a mission of providing opportunities in areas of need throughout the city to advance homeownership and business development for residents. UEDC will concentrate efforts on affordable housing, commercial/retail corridor improvements to preserve the fabric of neighborhood-based revitalization.**

**UEDC will rehabilitate 177 Winthrop Avenue for owner occupied homeownership with a rental component. The home will feature state of the art renovations, energy efficient appliances and HVAC. UEDC will seek consultant services from a qualified architect and construction management services.**

**As a part of its mission to revitalize West River housing, UEDC will develop a marketing plan and work along with a realtor to sell the property. UEDC anticipates selling the property to an affordable buyer and the market will bear a sale of the property in the range of \$195,000 to \$225,000.**

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NEW HAVEN, CONNECTICUT 06511  
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**ATTACHMENT 6**

**Project Experience/Professional Development Team**

Urban Equity Development Corporation(UEDC) has been operating for a little over a year as a non-profit. This West River Economic Revitalization Plan establishes an action plan and path to revitalization of the West River Neighborhood as a community of choice and opportunity where families and individuals are thriving in a safe, economically and socially healthy environment. This plan was developed by the Urban Equities, a subsidiary of the Urban League of Southern Connecticut (ULSC), in collaboration with the West River Neighborhood Revitalization Zone(WRNRZ), West River Self-Help Investment Plan (WRSHIP), and local business leaders with technical assistance from the City of New Haven Livable City Initiative (LCI) and the Economic Development Corporation of New Haven (EDCNH). The plan is centered around building wealth in our neighborhood, to specifically address the economic disparity between West River and other neighborhoods in the City of New Haven.

UEDC has methodically and with intention sought out the support and technical assistance resources of those partners listed above to achieve the highest standards for the corporation and greatest opportunity for sustainability.

UEDC will pilot this project as its initial homeownership opportunity.

**Professional Development Team**

Virginia Spell- Acting CEO Urban League/ Chair West River NRZ  
Serena Neal-Sanjurjo – Development Consultant  
James Farnam- Farnam Associates  
Keri Humpfries- Farnam Associates  
Jerry Poole- Community Activist/West River SHP  
Valerie Shultz- Past CEO Urban League

**NEW HAVEN CITY PLAN COMMISSION ADVISORY REPORT**

**RE:** 177 WINTRHOP AVENUE (MBLU: 341 1282 01900).  
Disposition of a vacant three-family residential structure to Urban Equity Development Corporation (UEDC). The Property will be rehabilitated and sold to an owner-occupant. Located in the RM-2 Zoning District. (Submitted by: Evan Trachten, Livable City Initiative)

**REPORT:** 1626-03  
**ADVICE:** Approve

**PROJECT SUMMARY:**


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<b>Applicant(s):</b>	Urban Equity Development Corporation (UEDC)
<b>Price:</b>	\$3,000.00 (Disposition Price)
<b>Site:</b>	6,534 SF
<b>Zone:</b>	RM-2
<b>Use:</b>	Two-family house
<b>Financing:</b>	UEDC funds, grants, public funds, and lead funds
<b>City Lead:</b>	Evan Trachten
<b>Agency:</b>	Livable City Initiative
<b>Phone:</b>	203-946-8373

**ORDINANCE**

This request comes from the City's Livable City Initiative Bureau (LCI) regarding the disposition of a vacant City-owned three-family house. This is in accordance with Section D(8) of the City's Land Disposition Agreement Guidelines, "The proposal shall be forwarded in the following sequence for further consideration: 1. PAD (approval required); 2. City Plan Commission (advisory review); and 3. LCI Board of Directors (approval required)." Accordingly, the Planning Commission may provide an advisory report.

**BACKGROUND**


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The City seeks to sell the subject property to Urban Equity Development Corporation (UEDC), a local nonprofit, which will rehabilitate the property for use as an owner-occupied, two-family house with a 10-year owner-occupancy requirement. The disposition price to UEDC is \$3,000 which is the approved price for nonprofits doing affordable housing. UEDC would then sell the property below market value to an owner-occupant who is income-qualified. The rental units will be affordable at 80% AMI. The reduction in one unit (from three-family to two-family) is permitted as-of-right in the zone. Essentially, the LCI Board of Directors seeks guidance as to whether this property is or may be needed for municipal purposes.

Planning Commission considerations, whether:

- The property is or should be used for municipal purposes.
- The site is not adjacent to a park to create additional park land.
- The property is an interior lot.<sup>1</sup>
- The site could be used as a pocket park or community garden.<sup>2</sup>

<sup>1</sup> Interior Lot - "a lot other than a corner lot with only one frontage on a street " (<http://parcelsales.scgov.net/Definitions.aspx>)

<sup>2</sup> Pocket Park - "A small area accessible to the general public that is often of primarily environmental, rather than recreational, importance. They can be urban, suburban or rural and often feature as part of urban regeneration schemes in inner-city areas to provide areas where wild-life can establish a foothold." ([http://www.wordiq.com/definition/Pocket\\_park](http://www.wordiq.com/definition/Pocket_park))

- The comprehensive plan identifies or will identify resources within this area for which this parcel could be used.

**PLANNING CONSIDERATIONS:**

The proposal will achieve the following Comprehensive Plan Goals:


- Develop land uses that are compatible with the character of the surrounding area.
- **“Continue to use the city’s Land Disposition Agreement (LDA) to advance housing and neighborhood objectives, including appropriate densities, home ownership and contextual design.”**
- **“Use redevelopment and other tools to address nuisance and deterioration issues, including uses that are deleterious to neighborhoods in general.”** (The City’s Comprehensive Plan) – This is a redevelopment tool to keep property from becoming deleterious to the neighborhood.
- **“Create diverse housing stock suitable for all abilities, ages and incomes.”**
- **“Encourage neighborhood stability.”**
- **“Enhance quality of the housing stock.”** (The City’s Comprehensive Plan)
- **“Preserve existing, historic housing stock.”** (The City’s Comprehensive Plan)
- **“Encourage sustainable housing developments.”** (The City’s Comprehensive Plan)

**ADVICE:**

To approve based on this proposal’s alignment with the City’s Comprehensive Plan.

**ADOPTED:** February 1, 2023  
Leslie Radcliffe  
Chair

**ATTEST:**

DocuSigned by:  
  
February 7, 2023 | 10:02 AM EST  
ET VATED 1/22/2023  
Laura E Brown  
Executive Director, City Plan Department