

**AMITY REGIONAL SCHOOL DISTRICT NO. 5**

*Bethany Orange Woodbridge*  
*25 Newton Road, Woodbridge Connecticut 06525*  
*(203) 397-4811*

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*Charles Dumais*

***Superintendent of Schools***

**PLEASE POST**

**AMITY REGIONAL BOARD OF EDUCATION**

**PLEASE POST**

***April 21, 2014***

A regular meeting of the Amity Regional Board of Education will be held on Monday, April 21, 2014, at 6:30 p.m. in the Presentation Room at the District Offices.

**Agenda**

1. Call to Order
2. Pledge of Allegiance
3. Staff Recognition – Trish Fitzgerald, Recipient of the Teacher Award from SCSU Center of Excellence on Autism Spectrum Disorders. Introduction by Mary Raiola (Enclosure)
4. Presentation of the CABE Award of Excellence for Educational Communications for the 2013-2014 Amity District Calendar
5. Approval of Minutes
  - a. Regular BOE Meeting, March 10, 2014 (Enclosure)
  - b. Public District Hearing – April 7, 2014 (Enclosure)
  - c. Special BOE Meeting – April 7, 2014 (Enclosure)
6. Public Comment
7. Student Report
8. Information Regarding Out of State, Overnight, Student Trip – Mary Raiola
9. Presentation on Micro Grid – Jim Saisa
  - a. Discussion and Possible Action on Grant Application (Enclosure)
10. Discussion and Action on Setting Graduation Date – June 20, 2014
11. Correspondence
12. Superintendent's Report
  - a. Personnel Report (Enclosure)
  - b. Other

13. Chairman's Report
- a. Committee Reports
    - 1. ACES
    - 2. CABE
    - 3. Curriculum
    - 4. Facilities
    - 5. Finance
      - a. Discussion and Possible Action on Contracts of \$35,000 or More
        - 1. Professional Auditing Services
        - 2. Site-Based Grounds Maintenance Program
        - 3. Snow Removal, Ice Control & Sanding Services
        - 4. Safety Service Program
        - 5. Trash and Recycling Removal Services
        - 6. Substitute Teacher Services
        - 7. Workers' Compensation Insurance and Liability, Automotive, Property Insurance
        - 8. District Chiller Maintenance Contract
        - 9. Student Accident Insurance
        - 10. Telephone System Replacement
        - 11. Investment Consulting Services
        - 12. Extension of Electricity Rates
      - b. Discussion of Monthly Financial Statements
      - c. Director of Finance and Administration Approved Transfers Under \$3,000
      - d. Discussion and Possible Action on Budget Transfers of \$3,000 or More
      - e. Discussion and Possible Action on New Funding Requests
      - f. Information, Discussion, and Possible Action Related to the use of Amity Regional High School by the Woodbridge Public Schools for their 2014 Summer Program
    - 6. Policy
    - 7. Personnel
14. Items for the Next Agenda
15. Adjournment



Charles Dumais  
Superintendent of Schools

CD/kfw

pc: Town Clerks: Bethany  
Orange  
Woodbridge

**PLEASE POST**

**PLEASE POST**

**Working to "enable every Amity student to become a lifelong learner and a literate, caring, creative and effective world citizen." District Mission statement**

If you require accommodations to participate because of a disability, please contact the office of the Superintendent of Schools in advance at 397-4811.



Southern Connecticut  
State University

February 1, 2014

Ms Patricia Fitzgerald  
Amity Regional High School  
25 Newton Road  
Woodbridge, CT 06525

Dear Ms. Fitzgerald.

This year the SCSU Center of Excellence on Autism Spectrum Disorders and Autism Services and Resources Connecticut (ASRC) are once again offering a two day conference on March 28 and 29, 2014 entitled "Bridging Communities: Strategies for Success". The conference will have breakout sessions in the Adanti Student Center on Friday, March 28, 2014 and features Dr. Temple Grandin as the keynote speaker on Saturday, March 29, 2014 in the Adanti Student Center at Southern Connecticut State University.

This year, the second year of this joint conference, the conference committee has voted to present five awards to individuals in the state who have made significant contributions to bridging communities to better serve people on the spectrum in Connecticut.

It is a great pleasure to inform you that you have been selected to receive the **Teacher Award** for your extraordinary efforts, dedication and time, so generously given to support individuals and families on the spectrum in Connecticut. Congratulations Trish, this award is so well deserved by you and we extend our deepest gratitude to you as we see individuals with ASD in this state benefit from your accomplishments and endeavors.

We are hoping you will be our guest on both days of the conference and be present to receive your award at the public award ceremony that will be held on Friday, March 28, 2014 in the ballroom located in the Adanti Student Center at Southern Connecticut State University, beginning at 9:00 a.m. Please let either one of us know at your earliest convenience if you will be able to attend.

Again, please accept our sincere congratulations and deepest respect for all that you have done and continue to do for individuals on the spectrum in Connecticut.

Warmest regards,

Ruth Eren  
Director  
Center of Excellence on  
Autism Spectrum Disorders

Lois Rosenwald  
Executive Director  
Autism Spectrum Resources  
Connecticut

Cc: Mary Raiola

## MINUTES

**AMITY BOARD MEMBERS PRESENT:** Julie Altman, William Blake, Christopher Browe, Patricia Cardozo, Sue Cohen, Steven DeMaio, Rita Gedansky, John Grasso, Jr., Thomas Hurley, Tracey Lane Russo, James Stirling

**AMITY BOARD MEMBERS ABSENT:** Diane Crocco, James Horwitz

**Staff Members Present:** Charles Britton, Richard Dellinger, Kathleen Fuller Cutler, Charles Dumais, Jack Levine, Marianne Lippard, Terry Lumas, Marie McPadden, Mary Raiola

**Also Present:** James Leahy; other members of the Public

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A regular meeting of the Amity Regional Board of Education was held on Monday, March 10, 2014, at 6:30 p.m. in the Presentation Room at the Amity District Offices.

1. **Call to Order:** William Blake called the meeting to order at 6:33 p.m.
2. **Pledge of Allegiance** was recited by those present.
3. **Recognition of 2014 Superintendent's SCASA Award Recipients**  
Six award recipients were recognized by the Board. Dr. Dellinger introduced students Edward Criscuolo and Samantha Fleischman. Dr. Britton introduced students Jeffrey Curtin and Mackenzie Stuart. Ms. Fuller Cutler spoke of the accomplishments of students Fady Amro and Jocelyn Eagle.

The Board took a five-minute recess as 6:43 p.m. and returned to session at 6:48 p.m.

4. **Approval of Minutes**
  - a. **Special BOE Meeting, February 11, 2014**  
*Motion to approve the minutes as presented* (Ms. Cardozo, 2d Ms. Gedansky).  
*Discussion:* Several corrections were noted.  
Vote in favor: Christopher Browe, Patricia Cardozo, Sue Cohen, Steven DeMaio, Rita Gedansky, John Grasso, Jr., Thomas Hurley, Tracey Lane Russo, James Stirling  
*Vote opposed:* none  
*Abstain:* Julie Altman  
*Motion passed.*

5. **Public Comment**  
Mr. Blake said that he wanted to take this opportunity to welcome Mr. Dumais, the new superintendent. The Board is happy to have him here at Amity.

James Leahy, vice chairman of the Orange Board of Finance, said that he came to tonight's meeting to speak about the school budget. He noted that it has been discussed that the Amity budget is going up 3.8 percent. According to his own calculations, the District is currently operating under budget. In doing the math, he determined that the proposed budget is actually 5.1 percent higher than the current budget. The increase impacts the three towns significantly. He added that despite smaller budget increases in each of the last three years, there have been surpluses. He also questioned the timing of how the budget process is unfolding and how it compares with the budget calendar prepared by Mr. Levine. Finally, Mr. Leahy questioned how declining enrollment is affecting the budget. The District currently appears to have no plan for adjusting the budget as the school population declines.

**6. Student Report**

There was no report.

**7. Discussion and Possible Action on 2013-2014 School Calendar**

Mr. Dumais noted that a copy of the 2013-2014 School Calendar is in the Board meeting packet. The calendar identifies snow days. The calendar states that make up days will be taken from April vacation. Mr. Dumais recommended reducing the number of school days in order to avoid interfering with the April vacation.

*Motion to reduce the school calendar from 182 days to at least 180 days (Mr. DeMaio, 2d Mr. Hurley).*

*Discussion:*

Ms. Cohen asked whether there was a reason that the students can't go to school until June 23, 2014.

Mr. Dumais noted that as it stands now, teachers would report to work until June 23, 2014, not the students.

Ms. Russo said that she is concerned that if the Board doesn't approve the requested reduction, there might be busing conflicts.

Mr. Browe said that other districts do not have 182 school days.

Mr. Dumais noted that having students in school until June 23<sup>rd</sup> goes further into June than what we told parents. Some people have plans that begin on June 23<sup>rd</sup>. April vacation begins and ends with holidays.

Mr. Hurley noted that Boys State starts on June 22<sup>nd</sup>. If Amity moves the last day of school until June 23<sup>rd</sup>, students from our District can't be there.

Ms. Cohen said that if we aren't going to stick with plans to make up snow days in April, then we might want to take that note off the calendar in the future.

*Vote in favor:* Julie Altman, Christopher Browe, Patricia Cardozo, Steven DeMaio, Rita Gedansky, John Grasso, Jr., Thomas Hurley, Tracey Lane Russo, James Stirling

*Vote opposed:* Sue Cohen

*Abstain:* none

***Motion passed.***

**8. Discussion and Possible Action on Superintendent's 2014-2015 Budget**

Mr. Blake noted that there have been changes in the proposed budget due to circumstances beyond our control.

Mr. Dumais said that a memo dated March 5, 2014 identifies the primary changes being recommended. One expense involves the technology server upgrade and consolidation; the other expense is for special education. The special education tuition budget should be increased by \$184,358 and the transportation budget by \$89,300.

It was noted that the Finance Committee approved this budget. Mr. Stirling, chairman of the Amity Finance Committee, said that the committee met earlier and discussed the possibility of adding to the budget. Concerns were raised that additions to the budget would be perceived negatively. He noted that the health insurance account isn't where the committee would like it to be, however, adding costs to the budget would make it difficult for towns to pass the budget. The additional money for special education is required by law.

Mr. Blake said that Amity is very fortunate to have a capable special education staff that finds appropriate placements for students.

*Move to approve the 2014-2015 Budget with total expenditures of \$46,160,055 and member town allocations totaling \$44,696,126 (Ms. Cardozo, 2d Mr. Stirling).*

*Discussion:*

Ms. Russo noted that Mr. Leahy felt that the Board is moving forward with the budget more quickly than necessary.

Mr. Blake said that the budget that gets moved forward is the Board of Education's budget. The Board must act and adopt a budget.

Mr. Hurley said that there is no new funding for the OPEB Trust in the proposed budget. This is not good policy, and these types of decisions bankrupt cities. This will cost the towns more money later.

Ms. Russo said that Mr. Leahy made a point about declining enrollment. She would like some guidance on enrollment projections over the next six years. She questioned at what point the declining enrollments result in cost savings. She is from Orange, but wonders how Bethany residents, who are seeing a greater impact in the next budget cycle, are feeling and how concerned they are.

Mr. Blake noted that Bethany residents are concerned.

Motion to table the budget discussion and revisit the discussion on a date to be determined (Mr. Browe, 2d Ms. Russo).

Mr. Blake asked if action on the budget can be delayed.

Mr. Dumais noted that a special meeting would need to be scheduled to take place in two weeks.

*Vote in favor:* Christopher Browe, Steven DeMaio, John Grasso, Jr., Tracey Lane Russo

*Vote opposed:* Julie Altman, Patricia Cardozo, Sue Cohen, Rita Gedansky, Thomas Hurley, James Stirling

*Abstain:* none

***Motion failed.***

Ms. Altman said that the Board needs to show leadership at this point. We can still get feedback from the towns.

Mr. Blake said that the budget can be adjusted based on new information, but a decision is needed at this time.

Ms. Russo said that she is concerned to see that there is no new funding for the OPEB Trust in the proposed budget. She questioned why this is. She felt the Board wanted money set aside for the trust. This feels that this is irresponsible.

Mr. Stirling said that by not adding to the trust, we are putting this cost off for future taxpayers. In an ideal world, we would fund the trust, but we don't want the budget to fail.

Mr. Hurley said that we are playing catchup with the OPEB Trust.

Mr. Browe said that once the Board votes, the changes made aren't usually drastic. He understands the idea of taking a vote and moving on, but he feels that by voting tonight, we are saying, "this is it, take it or leave it." The new superintendent has only been here for 10 days. We never had a hard discussion with Mr. Nast. He is not ready to vote for this tonight. He does not see it as fair for our superintendent to have little say in this.

Mr. Cardozo said that Dr. Brady had consistently advised the Board that it would come to this point. There are only so many years of cutting and cutting the budget.

Mr. Browe said that the District has had surpluses of over \$500,000.

Ms. Cardozo said that with the size of the budget, that type of surplus represents good budgeting.

Mr. Russo said that she remains concerned about the OPEB Trust.

Mr. Blake said that very few districts fund an OPEB Trust. He does not see the urgency to this issue.

Mr. Hurley said that the OPEB Trust will help balance the health insurance plan this year. He questioned where the money will come from if the District experiences another bad year. Our reserves have dwindled. If no money is set aside, we would have to go to the public and ask for more money.

Mr. Stirling said that he would vote in favor of this budget. It has taken months of work to come up with this budget. We should put more into the budget for the OPEB Trust, but this isn't the year to do it.

Ms. Cohen asked whether or not an end of the year surplus could be added to the OPEB Trust.

Mr. Stirling said that it can. Declining enrollment needs to be addressed, but tonight isn't the night for that discussion. He would like this to be a unanimous budget, with the knowledge that we could modify it later.

Ms. Russo said that she would support this budget with the understanding that if there is a surplus, the money would go to the OPEB Trust.

Mr. Levine noted that the OPEB Trust is different than a pension fund. Amity is one of very few districts with an OPEB Trust. He does not want to minimize its importance as the Amity Board showed leadership in creating this fund.

Mr. Hurley noted that the OPEB Trust is an investment account. More money will come out of future budgets for this purpose.

Mr. Blake noted that the medical expenses looked better in February.

Mr. Levine noted that a spreadsheet spells out four different possible scenarios, best case to worst case. We can budget at the annual expected claims. He is representing different scenarios. The Amity Finance Committee rejected the idea



of adding more money. Mr. Levine noted that if we need the money, that is where the year-end funds could exist. If there is money in the Contingency Fund, that could be used. There are a few sources of funds to help cover a shortfall. The reserve should be kept at least at 18% of our expected costs.

Mr. Stirling said that he would vote in favor of this budget.

Mr. Browe noted that there appears to be no political will to add money for insurance or for the OPEB Trust. We are pushing off items for the chance to get this through instead of taking a hard look at what is driving these costs. It's not fair to ask the new superintendent to have 10 days to look at this budget and make changes. He will vote against this budget.

Ms. Altman said that adding a few days or as much as two more weeks won't make much difference. She is happy with a budget of anything under five percent. She doesn't see any potential cuts that can be made.

Mr. Browe said that even 10 days would provide double the amount of time that Mr. Dumais has had so far to look at the budget.

Ms. Cardozo said that department heads who have worked in the District for years have had input on this budget.

Ms. Russo said that her concern would be to add to the budget. We need from our new leader a long-term plan. She will support this budget, but in the future is looking to Mr. Dumais to provide a long-term plan to further address the needs of the District.

Mr. Dumais said that he feels that the District has a wonderful team of people who have put a very good budget together. At this point, he has a lot of faith in the work that has been done on this budget.

*Vote in favor:* Julie Altman, Patricia Cardozo, Sue Cohen, Rita Gedansky, John Grasso, Jr., Thomas Hurley, Tracey Lane Russo, James Stirling

*Vote opposed:* Christopher Browe, Steven DeMaio

*Abstain:* none

***Motion passed.***

#### **9. Discussion of 2014-2015 Budget Calendar**

Changes to the 2014-2015 Budget Calendar were listed in a memo from Mr. Levine to Mr. Dumais dated February 25, 2014.

#### **10. Correspondence**

Mr. Dumais noted that he received a letter from Bethany Superintendent of Schools John Barile regarding moving sixth graders to Amity Middle School in Bethany. The administration will be looking into this.

**11. Superintendent's Report**

**a. Personnel Report**

Mr. Dumais noted that the District will be seeking a new volleyball coach. He expects to wait until a new athletic director is in place before filling this position.

**b. Other**

Mr. Dumais thanked the Board members for their support.

**12. Chairman's Report**

**a. Committee Reports**

1. **ACES** – There has been no meeting and there was no report. The next meeting will take place on Thursday, March 13, 2014.
2. **CABE** – There was no report.
3. **Curriculum** – There was no report.
4. **Facilities** – There was no report.
5. **Finance**

**a. Discussion and Possible Action on Designating Superintendent of Schools as Authorized Signer of ED-099 Agreement for Child Nutrition Program**

A Board Resolution is need to authorize Mr. Dumais as a signer of the Authorized Signatures Change Form.

*Move to authorize Charles Dumais, Superintendent of Schools, to sign on behalf of the Amity Regional School District No. 5, as an Authorized Signer of the ED-099 Agreement for Child Nutrition Programs (Mr. Hurley, 2d Mr. DeMaio).*

*Vote in favor unanimous.*

*Motion passed.*

**b. Discussion and Possible Action on Contracts of \$35,000 or More**

**1. Heating Oil, Diesel Fuel and Gasoline**

The Bethany-Orange-Woodbridge Regional Purchasing Cooperative is bidding heating oil, diesel fuel and gasoline. We use heating oil at two middle schools and we supply the diesel fuel for the Amity Transportation Owner-Operators based on the bus contract.

The bids will be opened on Tuesday, March 18, 2014. The award of the bids must be made within two hours of the bid opening. In the past, the Amity Finance Committee and the Amity Board of Education gave the Superintendent of Schools the authority to award the contract to the vendor(s) selected by the Bethany-Orange-Woodbridge Regional Purchasing Cooperative.

*Move to authorize the Superintendent of Schools or Director of Finance and Administration to award the heating oil, diesel fuel and gasoline contracts for July 1, 2014 through June 30, 2015, to*

*the vendor(s) selected by the Bethany-Orange-Woodbridge  
Regional Purchasing Cooperative (Mr. Stirling, 2d Mr. Browe).*

*Discussion:*

Ms. Cardozo questioned who is in the cooperative.

Mr. Levine said that the three towns and Amity are part of the cooperative.

Mr. Hurley noted that with the current cold temperatures, costs are likely to be up because the prices are up. He noted that the motion should include the authority not to award the contracts if it is felt that they aren't advantageous to the District.

*Vote in favor unanimous.*

*Motion passed.*

**c. Discussion of Monthly Financial Statements**

There was no discussion.

**d. Director of Finance and Administration Approved Transfers  
Under \$3,000**

There were no questions.

**e. Discussion and Possible Action on Budget Transfers of \$3,000 or  
More**

In a memo from Mr. Levine to Mr. Dumais dated February 25, 2014, Mr. Levine recommends approval of three budget transfers:

OPEB Trust and Self-Insurance Reserve Fund

The 'implicit rate subsidy' has historically been budgeted in the OPEB Trust account. We have learned the 'implicit rate subsidy' should be included in the Medical and Dental Insurance account under a self-insured plan. The 2013-2014 budget was developed under the fully-insured method. We need to transfer \$362,172 into the Medical and Dental Insurance account.

*Move to make the following budget transfer of \$362,172 to the Self-Insurance Reserve Fund (Mr. Hurley, 2d Ms. Cardozo):*

<u>Account Number</u>	<u>Account Name</u>	<u>From</u>	<u>To</u>
05-15-0000-5860	OPEB Trust	\$362,172	
05-15-2512-5255	Medical & Dental Insurance		\$362,172

*Discussion:*

The question was raised as to whether this can wait a month.

Mr. Levine said that this could wait, but he would rather move ahead with this transfer. This money will be needed by the end of the year. This money is in the OPEB Trust budget, not the fund itself.

Mr. Stirling noted that the Amity Finance Committee voted in favor of this transfer.

Mr. DeMaio questioned how this would work.

Mr. Levine said that if we don't use the money, it can be kept in the medical/dental line and the Board can decide what to do with the money.

Mr. Browe noted that actual claims are only about \$250,000 over.

Mr. Hurley said that some expenses were higher than expected.

*Vote in favor unanimous.*

*Motion passed.*

Special Education:

A budget transfer is needed to pay special education expenditures.

*Move to make the following budget transfer of \$25,000 to pay special education expenses (Mr. Browe, 2d Ms. Cohen):*

<u>Account Number</u>	<u>Account Name</u>	<u>From</u>	<u>To</u>
04-12-6111-5560	Tuition Expense	\$25,000	
04-12-6130-5560	Tuition Expense		\$25,000

*Vote in favor unanimous.*

*Motion passed.*

Snow Removal and Sanding:

Snow removal and sanding expenditures through February 24, 2014 were \$68,425. The budget is \$47,000. The forecast assumes an additional expenditure of \$15,000, or an unfavorable variance of \$36,425 UNF. We are requesting a budget transfer to pay for bills incurred to-date, which are over the budget.

Due to the successful over seeding, fertilizing, and aerating of Stadium Field and the really wet spring, the field is in great shape and the re-sodding was not necessary (\$15,000 FAV). Also, the pricing for painting the lines on the track was lower than the budget (\$2,500 FAV). Some of these available funds were used to pay for air quality testing and dehumidifiers for Orange Middle School (\$10,767 UNF). In addition, the pricing for the

replacement of Siemens MBC panels was under budget (\$3,236 FAV). Mr. Levine recommends the remaining savings be used to pay for snow removal and sanding expenditures.

*Move to make the following budget transfer of \$9,969 to pay for snow removal and sanding (Mr. Stirling, 2d Mr. Browe):*

<u>Account Number</u>	<u>Account Name</u>	<u>From</u>	<u>To</u>
05-14-2600-5720	Improvement to Sites	\$6,733	
03-14-2600-5731	Equipment – Replacement	\$3,236	
03-14-2600-5420	Repairs, Maint., Cleaning		\$9,969

*Vote in favor unanimous.*

*Motion passed.*

**f. Discussion and Possible Action on New Funding Requests**

In a memo from Mr. Levine to Mr. Dumais dated February 25, 2014, Mr. Levine recommends a transfer of \$11,456 for snow removal and sanding. Snow removal and sanding expenditures through February 24, 2014 were \$68,425. The budget is \$47,000. The forecast assumes an additional expenditure of \$15,000, or an unfavorable variance of \$36,425 UNF. The budget transfer is aimed to help the District pay for bills incurred to-date, which are over the budget.

*Move to make the following budget transfer of \$11,456 to pay for snow removal and sanding (Mr. Hurley, 2d Mr. Grasso).*

<u>Account Number</u>	<u>Account Name</u>	<u>From</u>	<u>To</u>
05-15-0000-5850	Contingency Account	\$11,456	
03-14-2600-5420	Repairs, Maint. & Cleaning		\$11,456

*Vote in favor unanimous.*

*Motion passed.*

**6. Policy** – There was no discussion.

**7. Personnel** – There was no discussion.

**13. Items for the Next Agenda**

Mr. Blake asked that anyone wanting to add items to the agenda to please contact him.

**14. Adjournment**

*Motion to adjourn the meeting at 8:14 p.m. (Ms. Cardozo, 2d Ms. Russo).*

*Motion passed; meeting adjourned.*

**Amity Regional School District No. 5  
Regular Meeting**

**Board of Education  
March 10, 2014**

Respectfully submitted,

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Marianne Lippard, recording clerk  
Thomas Hurley, secretary

**References/Attachments:**

**Minutes:** Amity Finance Committee, 2/11/14  
Board of Education Regular Meeting, 2/11/14

**Reports:** Amity Regional School District No. 5 Self-Insurance Reserve  
Fund Balance, 3/10/14  
Amity Regional School District No. 5 Year-to-Date Budget  
Report, 3/4/14 and 3/5/14  
Amity Regional School District No. 5 Revenues and Expenditures  
for FY 2013-2014  
Amity Regional School District No. 5 Budget Transfers 2013-2014

**Memos:** Charles Dumais to Amity Finance Committee and Amity Board of  
Education (3/5/14) re: Superintendent's Proposed 2014-2015  
Budget  
Jack B. Levine to Charles S. Dumais (2/25/14) re: 2014-2015  
Budget Calendar  
Jack B. Levine to Charles S. Dumais (3/4/14) re: Award of  
Contracts of \$35,000 or More  
Jack B. Levine to Charles S. Dumais (2/25/14) re: ED-099  
Agreement for Child Nutrition Programs  
Jack B. Levine to Charles S. Dumais (2/25/14) re: New Funding  
Requests for Fiscal Year  
Jack B. Levine to Charles S. Dumais (2/25/14) re: Budget  
Transfers of \$3,000 or More for Fiscal Year 2013-2014

MINUTES

**BOARD MEMBERS PRESENT:** William Blake, Sue Cohen, Diane Crocco, Steven DeMaio, John Grasso, Jr.

**Also Present:** Charles Dumais, Jack Levine, Marianne Lippard, Terry Lumas, Marie McPadden, Nancy Spagnolo

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A Public District Budget Hearing of Amity Regional School District No. 5 was held on Monday, April 7, 2014 at 5:30 p.m., in the Presentation Room at the Amity Regional District Offices, for the purpose of conducting a public hearing on the Amity Board of Education proposed operating budget for 2014-2015.

1. **Call to Order:** William Blake, chairman of the Board of Education, called the Public District Budget Hearing to order at 5:32 p.m.
2. **Election of Meeting Moderator**  
Ms. Cohen nominated Mr. Blake as moderator of the meeting; Ms. Crocco seconded the nomination. Further nominations were requested, but none were offered. A vote to appoint Mr. Blake as moderator was unanimous.
3. **Present and Conduct a Hearing on the 2014-2015 Amity Board of Education Proposed Operating Budget**  
Mr. Dumais noted that the 2014-2015 Proposed Operating Budget is the same budget presented at previous meetings. With the Board's approval, he said that he would pass on providing a formal presentation at this time.
4. **Confirm Annual District Meeting Date of May 5, 2014, and Referendum Date of May 6, 2014.**  
*Motion to confirm the date of May 5, 2014 for the Annual District Meeting and May 6, 2014 for the Referendum (Mr. Grasso, 2d Mr. DeMaio).*  
*Vote in favor unanimous.* *Motion passed.*
5. **Adjournment**  
*Motion to adjourn the meeting at 5:36 p.m. (Ms. Crocco, 2d Mr. DeMaio).*

*Motion passed; meeting adjourned.*

Respectfully submitted,  
Marianne Lippard, recording clerk



## MINUTES

**AMITY BOARD MEMBERS PRESENT:** Julie Altman, William Blake, Christopher Browe, Patricia Cardozo, Sue Cohen, Steven DeMaio, Diane Crocco, John A. Grasso, Jr., Rita Gedansky, Tracey Lane Russo, James Stirling

**AMITY BOARD MEMBERS ABSENT:** James Horwitz, Thomas Hurley

**Staff Members Present:** Jack Levine, Marianne Lippard, Terry Lumas, Marie McPadden

**Also Present:** Bettina Thiel; other members of the Public

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A special meeting of the Amity Regional Board of Education was held on Monday, April 7, 2014 at 6:30 p.m. in the Presentation Room at the District Offices.

1. **Call to Order:** William Blake called the meeting to order at 6:36 p.m.
2. **Pledge of Allegiance** was recited by those present.
3. **Discuss and Take Final Action on the 2014-2015 Amity Board of Education Operating Budget to be Submitted to Referendum on Tuesday, May, 6, 2014**  
Mr. Blake noted that tonight's meeting was scheduled to discuss and act on the budget. Earlier this evening, a referendum date was set for May 6, 2014.

Proposed revisions to the budget were addressed in a memo from Charles S. Dumais to members of the Amity Finance Committee and Amity Board of Education dated April 7, 2014. The 2014-2015 Board of Education Approved Budget has a net increase in total expenditures of \$1,681,600, or 3.78 percent, and Member Town Allocations increase of \$1,436,073, or 3.32 percent. Mr. Dumais recommended increasing other revenues by \$375,251 and decreasing expenditures by \$112,193. These recommendations would result in total expenditures increasing by 3.53 percent and Member Town Allocations increasing by 2.19 percent.

Mr. Dumais noted that Page 2 of the memo details budget expenditures. He said that Mr. Levine's negotiations resulted in substantial savings. He noted that the administration would like to add in a part-time courier service that was eliminated several years ago. The courier picked up cash deposits and delivered them to the bank, transported interoffice mail, and delivered Board packages. Security guards have been handling this function and the administration feels it is more important to keep the security guards at the middle schools for the entire day. Money to pay the courier service will come from overtime pay set aside for security personnel.

Savings were achieved in the areas of Workers' Compensation, General Liability Insurance, communications, fuel oil, natural gas, and transportation supplies. There were some savings in salaries.

*Discussion:*

Mr. DeMaio questioned whether the District will save money on the salary when hiring a new athletic director.

Mr. Dumais said that there will likely be savings for that position.

*Motion to accept the 2014-2015 Amity Board of Education Operating Budget with Revisions* (Ms. Crocco, 2d Ms. Gedansky).

*Discussion:*

Mr. Blake commended Mr. Dumais and Mr. Levine for the work that they performed on the budget.

Mr. Stirling noted that the Amity Finance Committee considered and approved this budget.

Ms. Cohen asked for clarification on the special education grants.

Mr. Dumais said that the figures have been recalculated based on updated information and a reimbursement rate that would increase the grant funding.

Mr. Levine clarified the expected amount in the Contingency Fund.

Mr. DeMaio said that he would like to see the list of projects expected to be paid out of the Contingency Fund. He does not favor returning funds to the towns because this money ends up being necessary.

Ms. Russo noted that a poorly maintained parking lot is a liability. It would be wise to use the \$66,000 for site improvements as that amount can easily have to be paid out if someone is injured due to neglect.

Mr. Browe said that the District's budget has been criticized when there is a surplus at the end of the year. This money can be used for needs. It is helpful to determine what needs are likely to arise. He added that the cuts represented in the memo appear to be moderate and balanced.

*Vote in favor unanimous.*

*Motion passed.*

**4. Resolution to Authorize Amity Regional School District No. 5 to Prepare an Explanatory Text for the Budget Referendum Question**

BE IT RESOLVED, that the Secretary of the Board of Education of Amity Regional School District No. 5 is authorized to prepare, print and distribute a concise explanatory text of the budget referendum question which, by vote of the Board of Education, has been submitted to a referendum vote on the voting machines of each of the member towns, which text shall not advocate either the approval or disapproval of the question and shall otherwise be prepared in accordance with Connecticut General Statutes Section 9-369b (*read into the record by Ms. Cardozo*).

*Motion to accept the resolution (Ms. Russo, 2d Mr. Browe).*

*Vote in favor unanimous.*

***Motion passed.***

**5. Adjournment**

Mr. Blake noted that the next Board meeting will be held on Monday, April 21, 2014 and if anyone has items to add to the agenda, please contact him.

*Motion to adjourn the meeting at 6:55 p.m. (Mr. Browe, 2d Mr. Grasso).*

***Motion passed; meeting adjourned.***

Respectfully submitted,

---

Marianne Lippard, recording clerk  
Thomas Hurley, secretary

# **AMITY REGIONAL SCHOOL DISTRICT NO. 5**

**Bethany Orange Woodbridge**  
**25 Newton Road, Woodbridge, Connecticut 06525**



---

*Charles S. Dumais*  
*Superintendent of Schools*

*charles.dumais@reg5.k12.ct.us*  
*203.392.2106*

## **AMITY REGIONAL SCHOOL DISTRICT NO. 5/WOODBIDGE** **MICROGRID PROJECT**

Pursuant to Connecticut Public Act 12-148 (An Act Concerning Emergency Preparedness and Response), Amity Regional School District No. 5 and the Town of Woodbridge have qualified for a three million dollar grant to install a microgrid that would provide electrical power to Amity Regional High School, Woodbridge Town Hall, Woodbridge Town Center Building, Woodbridge Fire Station, Woodbridge Senior Center, and Woodbridge Library. The grant would cover the cost of installing the infrastructure necessary to support the microgrid, as well as associated legal and engineering fees. The equipment for electricity generation would be installed, owned, and operated by a developer (to be identified through an RFQ and RFP process).

A microgrid is an on-site, mini power grid that operates continuously and independently of the main power grid. The purpose of the microgrid is to provide uninterrupted electrical power to critical facilities, even during long-term outages caused by weather or other factors. Benefits to Amity and Woodbridge would include: reliable, **uninterrupted power**; the ability to purchase the electricity (KWH) used at a **cost equal to or less than we currently pay**; the opportunity to use the waste heat generated by the microgrid for **heating and cooling at a cost less than we currently pay**; and potential **cost avoidance** by not having to run our large equipment as much. In addition, the microgrid would provide **educational opportunities** for Amity students to engage with and analyze data from an electricity-producing generator housed on the high school campus.

The microgrid is an environmentally sound energy production system that would be natural gas powered with very low emissions and quiet operation (65 dBA). The next step would be to put out an RFQ to identify qualified developers interested in the project and to review the equipment submissions each developer would propose. The vendors that propose equipment that is advantageous and acceptable to Amity and Woodbridge would then go to an RFP phase where the cost of energy (KWH and BTU) would be identified along with terms, escalation clauses, market analysis, etc. The RFP phase will identify the developer that will provide the best equipment and most fiscally advantageous energy purchase terms for Amity and Woodbridge. Estimated construction time, once an agreement with the developer is reached, is twelve to eighteen months.



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Affirmative Action/Equal Opportunity Employer

October 31, 2013

Mr. Anthony F. Genovese  
Director of Administration and Finance  
Town of Woodbridge  
11 Meetinghouse Lane  
Woodbridge, CT 06525

**RECEIVED**

NOV 4 2013

FINANCE DEPT.  
TOWN OF WOODBRIDGE

**Re: MicroGrid Grant Program – Contract Approval Process**

Dear Mr. Genovese:

Enclosed for signature are 2 copies of a contract between the Town of Woodbridge and the Department of Energy and Environmental Protection providing funding for the above referenced project. Each contract consists of a packet containing a signature page, standard administrative terms and conditions and Appendices containing at a minimum a Scope of Work and Schedule of Payments. This contract is in the amount of \$3,000,000.00 and will be in effect from Execution through 5/31/15.

For timely contract approval, we request that the attached instructions be carefully executed as soon as possible.

We appreciate your cooperation and assistance. If you have any questions or problems concerning the contract approval process, please feel free to contact me at (860) 424-3601. Should you have any questions concerning the Scope of Work or Schedule of Payments, please contact Veronica Szczerkowski at (860) 827-2890.

Sincerely,

A handwritten signature in cursive script that reads "Nancy E. Lent".

Nancy E. Lent  
Fiscal Administrative Supervisor

cc: Veronica Szczerkowski  
enclosures

2 Copies of Grant/Contract  
Processing Instructions

Guidance and Sample Resolution/Incumbency Certification for Municipalities

## Processing Instructions

1. Obtain a sealed and certified **signature resolution**, making sure that the contractor name identified in the contract is identical to that name listed in the signature resolution. If your facility does not have a corporate seal, please indicate this at the bottom of the resolution. Please note that the resolution must be signed by an individual other than the individual authorized to sign the contract, and all signatures must match the printed names exactly (including use of initials, etc.). The resolution must be approved on or before the date of contract signature. A model has been attached for your use.
2. If the Signature Resolution identifies only the title of the person authorized to sign the contract, but does not specify the individual's name, or is more than 30 days old, obtain a signed and sealed "**incumbency certification**" indicating that the person who signed the contract was the incumbent official on the date of the signing. A model incumbency certification has also been attached for your use.
3. Have both contract signature pages (Personal Service Agreement form) signed by the official authorized in the resolution to execute contracts with the DEEP (sign only on spaces marked). Signatures must match typed names exactly. Be consistent with use of middle initials and any title such as Jr., III, etc.;
4. Return the contract in its entirety (as described in the first paragraph of this letter), along with the resolution, as soon as possible in order to obtain the remaining state approvals.

## GUIDANCE FOR MUNICIPAL AUTHORIZATIONS

5/13/2010

Contracts must be accompanied by appropriate documentation evidencing the following three things:

- (1) the authority of the municipality to enter into contracts;
- (2) the authority of a particular officer to execute contracts on behalf of the municipality; and
- (3) that the officer signing for the municipality in fact holds the office that he/she purports to hold.

"Appropriate documentation" usually involves a document from the Clerk or other appropriate officer of the municipality setting forth a copy of a resolution. A sample resolution form is attached.

Municipalities need not obtain a new authorization if the municipality provides a copy of one that is less than one year old or has been certified to be valid within the past 12 months. However, if the resolution has been passed or certified more than 30 days prior to the signature of the municipal official, the municipality **must obtain an incumbency certificate, dated no more than 30 days prior to the signature of the municipal official**, which affirms that the officer signing the agreement in fact holds that office. A sample incumbency certificate is listed below.

---

[Print on Letterhead]

### SAMPLE

### INCUMBENCY CERTIFICATION

I, [Name], [Clerk, etc.] of the [Town / City] of [Enter Municipality Name], DO HEREBY certify that as of [Date of Contract Signing], [Name of Incumbent Authorized Official] holds the office of the [Title of Authorized Official] and has held that office since [Date Appointed].

I, further certify the attached to be a true copy of the resolution duly adopted at the [Type of Meeting] on [Date], and that it has not been rescinded, amended or altered in any way, **and that it remains in full force and in effect.**

IN WITNESS WHEREOF, the undersigned has affixed [his/her] signature this [1st, etc.] day of [Month], [Year].

---

Signature

[Clerk, etc.]

[Print on Letterhead]

## SAMPLE RESOLUTION FOR MUNICIPALITIES

### "Certified Resolution"

Be it resolved that it is in the best interests of the [Town / City] of [Enter Municipality Name] to enter into contracts with the Department of Energy and Environmental Protection.

In furtherance of this resolution, [Name of Authorized Official] the [Title of Authorized Official] is duly authorized to enter into and sign said contracts on behalf of the [Town / City] of [Enter Municipality Name].

[Name of Authorized Official] currently holds the [Title of Authorized Official] and has held that office since [Date Appointed]. The [Title of Authorized Official] is further authorized to provide such additional information and execute such other documents as may be required by the local, state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

I, [Name], the [Title] of the [Town / City] of [Enter Municipality Name], do hereby certify this to be a true copy of the resolution duly adopted at the [Type of Meeting] on [Date], and that it has not been rescinded, amended or altered in any way, **and that it remains in full force and in effect.**

---

[Signature]

---

Date



CHECK ONE:  
☒ GRANT  
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1)  
☒ ORIGINAL  
☐ AMENDMENT

(2) IDENTIFICATION #s.

P.S.

P.O.

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO

CONTRACTOR FEIN/SSN  
066002141

(6) Dept No.  
DEP43000

(3) CONTRACTOR NAME  
Town of Woodbridge

CONTRACTOR ADDRESS  
11 Meetinghouse Lane, Woodbridge, CT 06525

(5) AGENCY NAME AND ADDRESS  
Dept. of Energy and Environmental Protection, BETP, 10 Franklin Square, New Britain, CT 06051

(7) DATE (FROM)  
Execution

THROUGH (TO)  
May 31, 2015

(8) INDICATE  
☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. ☒ NEITHER

COMPLETE  
DESCRIPTION  
OF SERVICE

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.  
Appendix A consists of five pages numbered A-1 through A-5 inclusive.

Page 1 of 7

Standard Terms and Conditions are contained in Pages 2 through 7 and are attached hereto and made a part hereof.

COST AND  
SCHEDULE OF  
PAYMENTS

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page numbered B-1).

Total Payments Not to Exceed the Maximum Amount of \$3,000,000.

(11) OBLIGATED AMOUNT  
\$3,000,000

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$3,000,000	DEP44720	12052	43531	13008	DEPA00031200107	155005	2014			55050

An Individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS

(23) STATUTORY AUTHORITY

CGS Sec. 4-8 as amended; Public Act 12-148, Sec. 7  
CGS Sec. 7-148(c) as amended

(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)

TITLE

DATE

(25) AGENCY (AUTHORIZED OFFICIAL)

TITLE

DATE

(26) ATTORNEY GENERAL (APPROVED AS TO FORM)

DATE

## STANDARD TERMS AND CONDITIONS

(Rev. 6-12-13)

1. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
2. Indemnification.
  - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
  - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
  - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
  - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
  - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
  - (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
  - (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
3. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
4. Definitions:
  - a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
  - b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
  - c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
  - d. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
  - e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
  - f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
  - g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
  - h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

- i. Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- j. Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- k. Critical Facilities. Shall mean any hospital, police station, fire station, water treatment plant, sewage treatment plant, public shelter or correctional facility, any commercial area of a municipality, a municipal center, as identified by the chief elected official of any municipality, or any other facility or area identified by the Department of Energy and Environmental Protection as critical. (As defined in Public Act 12-148, §7). DEEP has identified the following additional facilities as critical: military bases, communications towers, fueling stations, food distribution centers, and mass transit. In addition, DEEP considers as critical facilities those facilities that have some or all of the following characteristics: provide support for national security; act as a command center; act as an emergency shelter; provide access to food, fuel, money, or medication.
5. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
6. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
7. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
8. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
9. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
10. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
11. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
12. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.

13. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.
14. Audit and Inspection of Plants, Places of Business and Records.
- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
  - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (d) All audits and inspections shall be at the State's expense.
  - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
15. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
16. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Department's Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
17. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
18. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
19. Termination.
- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
  - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
  - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
20. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
21. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
22. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
23. Forum and Choice of Law. The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
24. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
26. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related

to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

27. Confidential Information of the Contractor. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
28. Protection of State Confidential Information.
- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
  - b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
    - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
    - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
    - 3) A process for reviewing policies and security measures at least annually;
    - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
    - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
  - c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
  - d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
  - e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
29. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
31. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

## **APPENDIX A**

### **SCOPE OF WORK**

**Purpose:** To design and develop a microgrid to support the identified critical facilities during times of electricity grid outages.

**Description:** The Contractor agrees to conduct a project entitled: **Microgrid Design & Installation Grant for Critical Facilities – Woodbridge Town Center Microgrid, Town of Woodbridge.**

**1. Agreements with Electric Distribution Company (EDC):** The Contractor shall provide DEEP with executed copies of the Interconnection Agreement and Operating Agreement that authorizes connection with the EDC system. The interconnection shall meet all applicable requirements of “Guidelines for Generator Interconnection” as issued by the EDC, and in particular “Appendix “B” to that document which details technical requirements and standards applicable to this project.

**2. Construction Tasks:** Project shall include:

- a. Engineering, procuring, constructing and operating an electrical system capable of independent operation (island mode) and grid connected operation to serve the existing municipal complex, including the town’s public works facilities, town hall, and the police/senior center.
- b. Incorporating a minimum of 1,960 kW of generating capacity consisting of a 400 kW fuel cell and a natural gas fueled reciprocating engine-generator, with or without heat recovery.
- c. Providing all control and monitoring equipment as described in the response to DEEP dated June 17, 2013.
- d. Providing all necessary protective relaying equipment to meet EDC and industry safety requirements. All relay and metering equipment must meet EDC standards.
- e. Coordinating all necessary 13.8 kV feeder changes necessary to construct the new microgrid to be engineered and constructed by the EDC. The Contractor is responsible for the cost of this work, as well as for providing coordination with equipment and systems furnished by the EDC. This work includes:
  - 1 Reroute and tie the primary feed feeding the library and Old Fire Station off Newton Road and the main fire station off Center Street in to the municipal complex’s primary feed on Meetinghouse Lane.
  - 2 Provide the feeder with a motorized disconnecting means meeting the EDC’s standards allowing it to be disconnected from the primary utility feed as needed.
  - 3 Connect Amity High School into the microgrid.
- f. Testing and commissioning of the microgrid.

**3. Schedule for Completion:**



All engineering and construction work shall be complete by May 31, 2015.

Wherever possible, work will be completed prior to the targeted completion date.

4. **Design:** Establish a microgrid to allow for continued operations of critical town functions at all times. This includes operation of the police station, fire station, public works facility, town hall, Amity High School, and library. The microgrid in general will serve the approximately 10,000 citizens of Woodbridge. In addition, Amity High School will be able to continue to function as an emergency medical facility for the Quinnipiac Valley Health District.
5. **Permits:** The Contractor is responsible for identifying and obtaining all necessary local state and federal permits and approvals. No work shall commence until all such permits and approvals have been obtained by the Contractor.
6. **Coordination:** Contractor shall coordinate fully with both the EDC and DEEP Microgrid Grants Coordinator ([veronica.szczerkowski@ct.gov](mailto:veronica.szczerkowski@ct.gov)) to ensure the project progresses in a timely fashion. Any issues encountered shall be brought to the immediate attention of the DEEP Microgrid Grants Coordinator.
7. **Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection  
Bureau of Energy and Technology Policy  
Microgrid Grants Coordinator  
10 Franklin Square  
New Britain, CT 06051

All invoices must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount, dates and description of services covered by the invoice.

8. **Activation / Approval to Operate Letter:** The Contractor shall provide DEEP with a copy of the Interconnection Agreement, Attachment VIII "Approval to Energize the Generation Facility" which is required of all generator interconnections prior to receiving permission to generate power when connected to the grid. In addition, the Contractor shall supply an Approval to Operate Letter from the EDC indicating that the entire microgrid has been fully commissioned and tested in both island and grid connected modes and operates in a manner satisfactory to the EDC. Final payment shall not be made until the documents have been signed by the EDC and received by DEEP.
9. **Budget:** The Contractor shall adhere to the total approved Program Funds amount listed in the attached budget included as Appendix C. Program funds cannot be used for internal and indirect costs.
10. **Invoicing / Reporting:** Grant payments will be released on a reimbursement basis to be paid no more frequently than quarterly. Each invoice shall be submitted with a quarterly Project Summary. Payment is contingent upon DEEP's review and approval of the submitted information, and the Commissioner reserves the right to withhold payment if substantial progress toward project completion is not demonstrated in the Project Summary. Seventy

percent (70%) of the grant amount shall be withheld pending final completion of the project. All Invoices, Project Summaries and Reports are to be submitted to the DEEP Microgrid Grants Coordinator:

- a. An **Invoice** for payment shall be submitted to the DEEP Microgrid Grants Coordinator accompanied by **supporting documents** sufficient to demonstrate eligible project expenses, such as copies of subcontractor invoices, indicating all services and purchases were for eligible project expenses.
  - b. **Project Summaries** of project status shall be submitted to the DEEP Microgrid Grants Coordinator once every three months during the time in which this Contract is in effect and must accompany each invoice. Such summaries must be submitted regardless of whether or not the Contractor is submitting an invoice for payment. Each summary shall include a brief description (1 or more pages) indicating the work completed, the status of the interconnection process, any disputes encountered, any anticipated changes to project completion date, and other relevant information.
  - c. A **Final Report** shall be prepared and submitted no later than 30 days following the expiration date of this Contract, including documentation, satisfactory to the Commissioner, demonstrating that the microgrid is operational and all the elements of Appendix A have been met including, but not limited to, a summary of all critical facilities supported by the microgrid, the date the microgrid became operational, a summary of situations encountered which have affected the timeline for completion, any changes to the overall design summary as described in the response to DEEP Request for Proposals dated June 17, 2013.
- 11. Ongoing Operations and Maintenance:** Once the microgrid is operational, the Contractor shall be responsible for ensuring that the microgrid is operated and maintained in a manner to ensure its proper function and operation on an ongoing basis. All costs associated with operations and maintenance shall be the sole responsibility of the Contractor.
- 12. Annual Reporting:** The Contractor must provide an annual operating report to DEEP's Bureau of Energy and Technology Policy, Public Utility Regulatory Authority, the Office of Consumer Counsel, and the EDC no later than January 1st, annually, for a period of five years after receiving a microgrid grant or loan. The report must include the following information:
- the results of all periodic testing conducted in the preceding year;
  - dates and times of separation and return to grid;
  - number of hours per year in parallel mode;
  - number of hours per year in island mode;
  - maximum and minimum and average kW in island mode;
  - dates, times, duration and cause of unplanned outages while operating in island mode;
  - dates, times, duration and cause of unplanned outages while operating in parallel mode;
  - quantity of fuel used;
  - maintenance schedule (planned outages);
  - quantity of stored fuel to be used for microgrid operation if applicable.

The Contractor must also provide an annual report to DEEP identifying any outstanding liabilities or debt obligations of the microgrid operator that would potentially compromise the continued operation of the microgrid.

- 13. Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the Department of Energy and Environmental Protection as follows: "Funding provided by a grant from the State of Connecticut administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."
- 14. Publication of Materials:** The Contractor must obtain written approval from DEEP's Microgrid Grants Coordinator prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

**15. ADA Publication Statement:**

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or <mailto:deep.accommodations@ct.gov>

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid

or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov).

This video with closed captioning is available at [www.ct.gov/deep](http://www.ct.gov/deep).

**16. Extensions/Amendments:** Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum Contract payment,
- b. the total unit cost of service,
- c. the Contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the Contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a Contract amendment.

**APPENDIX B**  
**SCHEDULE OF PAYMENTS**

The maximum amount payable under this Contract is three million dollars (\$3,000,000).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

1. Reimbursement of eligible project expenses shall be released no more frequently than quarterly, following DEEP's receipt and approval of invoices, supporting documentation and associated project summaries.
2. Seventy percent (70%) of award amount shall be withheld until demonstration of project completion. Final payment request must be submitted to DEEP along with the following:
  - a. A detailed invoice with any required supportive documentation,
  - b. A copy of Attachment VIII "Approval to Energize the Generation Facility" which is required of all generator interconnections prior to receiving permission to generate power when connected to the grid,
  - c. A copy of the Approval to Operate Letter, and
  - d. A Final Report and associated documentation demonstrating that all the elements of Appendix A have been met.

Payment is contingent upon DEEP's review and approval of the submitted information. Total sum of all payments shall not exceed total eligible project expenses.

Should total eligible project expenses be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "CT DEEP" within 90 days of the Contract expiration date.

**APPENDIX C**  
**Capital Budget Summary**

<b>Name of Contractor:</b>	Town of Woodbridge
<b>Name of Project:</b>	Town of Woodbridge/Woodbridge
<b>PSA #:</b>	
<b>Eligible Expenses:</b>	<b>Program Funds</b>
Engineering	\$
Permitting and fees	\$
Developer's fee	\$
Study fees, as applicable	\$
Customer owned equipment	\$
Utility owned equipment and interconnection	\$ 3,000,000.00
General construction	\$
Legal and insurance – project specific	\$
Testing and commissioning activities	\$
Other - itemize	\$
<b>Total Program Funds Approved:</b>	\$ 3,000,000.00



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



Microgrid Design & Installation Grant  
for Critical Facilities  
Woodbridge Town Center Microgrid, Town of Woodbridge

STATE OF CONNECTICUT  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

CHECK ONE:

☒ GRANT  
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1)  
☒ ORIGINAL  
☐ AMENDMENT

(2) IDENTIFICATION #s.  
P.S.  
P.O.

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO

CONTRACTOR FEIN/SSN  
066002141

(6) Dept No.  
DEP43000

(3) CONTRACTOR NAME  
Town of Woodbridge

CONTRACTOR ADDRESS  
11 Meetinghouse Lane, Woodbridge, CT 06525

(5) AGENCY NAME AND ADDRESS  
Dept. of Energy and Environmental Protection, BETP, 10 Franklin Square, New Britain, CT 06051

(7) DATE (FROM)  
Execution

THROUGH (TO)  
May 31, 2015

(8) INDICATE  
☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. ☒ NEITHER

COMPLETE  
DESCRIPTION  
OF SERVICE

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.

Appendix A consists of five pages numbered A-1 through A-5 inclusive.

Page 1 of 7

Standard Terms and Conditions are contained in Pages 2 through 7 and are attached hereto and made a part hereof.

COST AND  
SCHEDULE OF  
PAYMENTS

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page numbered B-1).

Total Payments Not to Exceed the Maximum Amount of \$3,000,000.

(11) OBLIGATED AMOUNT  
\$3,000,000

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$3,000,000	DEP44720	12052	43531	13008	DEPA00031200107	155005	2014			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS

(23) STATUTORY AUTHORITY

CGS Sec. 4-8 as amended; Public Act 12-148, Sec. 7  
CGS Sec. 7-148(c) as amended

(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)

TITLE

DATE

(25) AGENCY (AUTHORIZED OFFICIAL)

TITLE

DATE

(26) ATTORNEY GENERAL (APPROVED AS TO FORM)

DATE

DISTRIBUTION: CONTRACTOR

AGENCY

FUNDS AVAILABLE:

DATE:

## STANDARD TERMS AND CONDITIONS

(Rev. 6-12-13)

1. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
2. Indemnification.
  - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
  - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
  - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
  - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
  - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
  - (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
  - (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
3. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
4. Definitions:
  - a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
  - b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
  - c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
  - d. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
  - e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
  - f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
  - g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
  - h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

- i. Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- j. Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- k. Critical Facilities. Shall mean any hospital, police station, fire station, water treatment plant, sewage treatment plant, public shelter or correctional facility, any commercial area of a municipality, a municipal center, as identified by the chief elected official of any municipality, or any other facility or area identified by the Department of Energy and Environmental Protection as critical. (As defined in Public Act 12-148, §7). DEEP has identified the following additional facilities as critical: military bases, communications towers, fueling stations, food distribution centers, and mass transit. In addition, DEEP considers as critical facilities those facilities that have some or all of the following characteristics: provide support for national security; act as a command center; act as an emergency shelter; provide access to food, fuel, money, or medication.
5. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
6. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
7. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
8. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
9. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
10. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
11. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
12. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.

13. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.
14. Audit and Inspection of Plants, Places of Business and Records.
- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
  - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (d) All audits and inspections shall be at the State's expense.
  - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
15. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
16. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Department's Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
17. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
18. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
19. Termination.
- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
  - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
  - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
  - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
  - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
  - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
20. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
21. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
22. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
23. Forum and Choice of Law. The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
24. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
26. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related

to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

27. Confidential Information of the Contractor. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
28. Protection of State Confidential Information.
- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
  - b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
    - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
    - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
    - 3) A process for reviewing policies and security measures at least annually;
    - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
    - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
  - c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
  - d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
  - e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
29. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
31. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

## **APPENDIX A**

### **SCOPE OF WORK**

**Purpose:** To design and develop a microgrid to support the identified critical facilities during times of electricity grid outages.

**Description:** The Contractor agrees to conduct a project entitled: **Microgrid Design & Installation Grant for Critical Facilities – Woodbridge Town Center Microgrid, Town of Woodbridge.**

**1. Agreements with Electric Distribution Company (EDC):** The Contractor shall provide DEEP with executed copies of the Interconnection Agreement and Operating Agreement that authorizes connection with the EDC system. The interconnection shall meet all applicable requirements of “Guidelines for Generator Interconnection” as issued by the EDC, and in particular “Appendix “B” to that document which details technical requirements and standards applicable to this project.

**2. Construction Tasks:** Project shall include:

- a. Engineering, procuring, constructing and operating an electrical system capable of independent operation (island mode) and grid connected operation to serve the existing municipal complex, including the town’s public works facilities, town hall, and the police/senior center.
- b. Incorporating a minimum of 1,960 kW of generating capacity consisting of a 400 kW fuel cell and a natural gas fueled reciprocating engine-generator, with or without heat recovery.
- c. Providing all control and monitoring equipment as described in the response to DEEP dated June 17, 2013.
- d. Providing all necessary protective relaying equipment to meet EDC and industry safety requirements. All relay and metering equipment must meet EDC standards.
- e. Coordinating all necessary 13.8 kV feeder changes necessary to construct the new microgrid to be engineered and constructed by the EDC. The Contractor is responsible for the cost of this work, as well as for providing coordination with equipment and systems furnished by the EDC. This work includes:
  - 1 Reroute and tie the primary feed feeding the library and Old Fire Station off Newton Road and the main fire station off Center Street in to the municipal complex’s primary feed on Meetinghouse Lane.
  - 2 Provide the feeder with a motorized disconnecting means meeting the EDC’s standards allowing it to be disconnected from the primary utility feed as needed.
  - 3 Connect Amity High School into the microgrid.
- f. Testing and commissioning of the microgrid.

**3. Schedule for Completion:**



All engineering and construction work shall be complete by May 31, 2015.

Wherever possible, work will be completed prior to the targeted completion date.

4. **Design:** Establish a microgrid to allow for continued operations of critical town functions at all times. This includes operation of the police station, fire station, public works facility, town hall, Amity High School, and library. The microgrid in general will serve the approximately 10,000 citizens of Woodbridge. In addition, Amity High School will be able to continue to function as an emergency medical facility for the Quinnipiac Valley Health District.
5. **Permits:** The Contractor is responsible for identifying and obtaining all necessary local state and federal permits and approvals. No work shall commence until all such permits and approvals have been obtained by the Contractor.
6. **Coordination:** Contractor shall coordinate fully with both the EDC and DEEP Microgrid Grants Coordinator ([veronica.szczerkowski@ct.gov](mailto:veronica.szczerkowski@ct.gov)) to ensure the project progresses in a timely fashion. Any issues encountered shall be brought to the immediate attention of the DEEP Microgrid Grants Coordinator.
7. **Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection  
Bureau of Energy and Technology Policy  
Microgrid Grants Coordinator  
10 Franklin Square  
New Britain, CT 06051

All invoices must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount, dates and description of services covered by the invoice.

8. **Activation / Approval to Operate Letter:** The Contractor shall provide DEEP with a copy of the Interconnection Agreement, Attachment VIII "Approval to Energize the Generation Facility" which is required of all generator interconnections prior to receiving permission to generate power when connected to the grid. In addition, the Contractor shall supply an Approval to Operate Letter from the EDC indicating that the entire microgrid has been fully commissioned and tested in both island and grid connected modes and operates in a manner satisfactory to the EDC. Final payment shall not be made until the documents have been signed by the EDC and received by DEEP.
9. **Budget:** The Contractor shall adhere to the total approved Program Funds amount listed in the attached budget included as Appendix C. Program funds cannot be used for internal and indirect costs.
10. **Invoicing / Reporting:** Grant payments will be released on a reimbursement basis to be paid no more frequently than quarterly. Each invoice shall be submitted with a quarterly Project Summary. Payment is contingent upon DEEP's review and approval of the submitted information, and the Commissioner reserves the right to withhold payment if substantial progress toward project completion is not demonstrated in the Project Summary. Seventy

percent (70%) of the grant amount shall be withheld pending final completion of the project. All Invoices, Project Summaries and Reports are to be submitted to the DEEP Microgrid Grants Coordinator:

- a. An **Invoice** for payment shall be submitted to the DEEP Microgrid Grants Coordinator accompanied by **supporting documents** sufficient to demonstrate eligible project expenses, such as copies of subcontractor invoices, indicating all services and purchases were for eligible project expenses.
- b. **Project Summaries** of project status shall be submitted to the DEEP Microgrid Grants Coordinator once every three months during the time in which this Contract is in effect and must accompany each invoice. Such summaries must be submitted regardless of whether or not the Contractor is submitting an invoice for payment. Each summary shall include a brief description (1 or more pages) indicating the work completed, the status of the interconnection process, any disputes encountered, any anticipated changes to project completion date, and other relevant information.
- c. A **Final Report** shall be prepared and submitted no later than 30 days following the expiration date of this Contract, including documentation, satisfactory to the Commissioner, demonstrating that the microgrid is operational and all the elements of Appendix A have been met including, but not limited to, a summary of all critical facilities supported by the microgrid, the date the microgrid became operational, a summary of situations encountered which have affected the timeline for completion, any changes to the overall design summary as described in the response to DEEP Request for Proposals dated June 17, 2013.

**11. Ongoing Operations and Maintenance:** Once the microgrid is operational, the Contractor shall be responsible for ensuring that the microgrid is operated and maintained in a manner to ensure its proper function and operation on an ongoing basis. All costs associated with operations and maintenance shall be the sole responsibility of the Contractor.

**12. Annual Reporting:** The Contractor must provide an annual operating report to DEEP's Bureau of Energy and Technology Policy, Public Utility Regulatory Authority, the Office of Consumer Counsel, and the EDC no later than January 1st, annually, for a period of five years after receiving a microgrid grant or loan. The report must include the following information:

- the results of all periodic testing conducted in the preceding year;
- dates and times of separation and return to grid;
- number of hours per year in parallel mode;
- number of hours per year in island mode;
- maximum and minimum and average kW in island mode;
- dates, times, duration and cause of unplanned outages while operating in island mode;
- dates, times, duration and cause of unplanned outages while operating in parallel mode;
- quantity of fuel used;
- maintenance schedule (planned outages);
- quantity of stored fuel to be used for microgrid operation if applicable.

The Contractor must also provide an annual report to DEEP identifying any outstanding liabilities or debt obligations of the microgrid operator that would potentially compromise the continued operation of the microgrid.

- 13. Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the Department of Energy and Environmental Protection as follows: "Funding provided by a grant from the State of Connecticut administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."
- 14. Publication of Materials:** The Contractor must obtain written approval from DEEP's Microgrid Grants Coordinator prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

**15. ADA Publication Statement:**

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or <mailto:deep.accommodations@ct.gov>

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov) if you: have a disability and need a communication aid

or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov).

This video with closed captioning is available at [www.ct.gov/deep](http://www.ct.gov/deep).

**16. Extensions/Amendments:** Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum Contract payment,
- b. the total unit cost of service,
- c. the Contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the Contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a Contract amendment.

**APPENDIX B**  
**SCHEDULE OF PAYMENTS**

The maximum amount payable under this Contract is three million dollars (\$3,000,000).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

1. Reimbursement of eligible project expenses shall be released no more frequently than quarterly, following DEEP's receipt and approval of invoices, supporting documentation and associated project summaries.
2. Seventy percent (70%) of award amount shall be withheld until demonstration of project completion. Final payment request must be submitted to DEEP along with the following:
  - a. A detailed invoice with any required supportive documentation,
  - b. A copy of Attachment VIII "Approval to Energize the Generation Facility" which is required of all generator interconnections prior to receiving permission to generate power when connected to the grid,
  - c. A copy of the Approval to Operate Letter, and
  - d. A Final Report and associated documentation demonstrating that all the elements of Appendix A have been met.

Payment is contingent upon DEEP's review and approval of the submitted information. Total sum of all payments shall not exceed total eligible project expenses.

Should total eligible project expenses be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "CT DEEP" within 90 days of the Contract expiration date.

**APPENDIX C**  
**Capital Budget Summary**

<b>Name of Contractor:</b>	<b>Town of Woodbridge</b>
<b>Name of Project:</b>	<b>Town of Woodbridge/Woodbridge</b>
<b>PSA #:</b>	
<b>Eligible Expenses:</b>	<b>Program Funds</b>
Engineering	\$
Permitting and fees	\$
Developer's fee	\$
Study fees, as applicable	\$
Customer owned equipment	\$
Utility owned equipment and interconnection	\$ 3,000,000.00
General construction	\$
Legal and insurance – project specific	\$
Testing and commissioning activities	\$
Other - itemize	\$
<b>Total Program Funds Approved:</b>	<b>\$ 3,000,000.00</b>



## Notice to all Senate, Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



**AMITY REGIONAL SCHOOL DISTRICT NO. 5**

**Bethany Orange Woodbridge**  
**25 Newton Road, Woodbridge, Connecticut 06525**



*Mr. Charles Dumais*  
*Superintendent of Schools*

*charles.dumais@reg5.k12.ct.us*  
*Phone: (203) 392-2106*  
*Fax: (203) 397-4864*

**April 21, 2014**

**To: Members of the Board of Education**

**From: Charles Dumais, Superintendent of Schools**

**Re: Personnel Report**

**New Hire(s):**

**Amity Reg. District Offices – Woodbridge - NONE**

**Amity Reg. High School – Woodbridge: NONE**

**Amity Reg. Middle Schools – Orange - NONE**

**Amity Reg. Middle School – Bethany - NONE**

**Coaches:**

**Amity Reg. High School – Woodbridge:**

Daniel Hemperly – Asst. Varsity Football (Split position)

Jason Moon – Asst. Varsity Football

Molly McDermott – Asst. Boys' Swimming (Split position)

Patricia Doheny – Asst. Track

**Amity Reg. Middle Schools – Bethany / Orange:**

**Leaves of Absence:**

Jennifer Blais – Amity Reg. MS – Bethany Campus (12-13-14 to end of school year)

Cara Haas – Amity Reg. HS (3-21-14 to end of school year)

Lisa Serio – Amity Reg. MS – Orange Campus (3-24-14 to end of school year)

**Resignation(s):**

Coach – Vin Lazzaro – Asst. Varsity Football (Split position) – Amity Reg. High School

Coach – Rick McGowan – Asst. Varsity Football – Amity Reg. High School

Teacher – Theresa Laoretti Matthews – Physics – Amity Reg. High School

**Retirement(s): NONE**

# **AMITY REGIONAL SCHOOL DISTRICT NO. 5**

**Bethany Orange Woodbridge**  
**25 Newton Road, Woodbridge Connecticut 06525**



**Jack B. Levine**  
**Director of Finance and Administration**  
**jack.levine@reg5.k12.ct.us**

**Phone (203) 397-4813**  
**Fax (203) 397-4864**

To: Charles S. Dumais, Superintendent of Schools

From: Jack B. Levine, Director of Finance and Administration

Re: Award of Contracts of \$35,000 of More

Date: April 6, 2014

I recommend the following contracts over \$35,000 be awarded by the Amity Board of Education in accordance with the Board's Policy on purchasing procedures:

## **1. Professional Auditing Services:**

The District received ten sealed bids. The Amity Finance Committee will decide what firm to recommend to the Amity Board of Education.

Company Name	Year 1	Year 2	Year 3	Total Bid
O'Connor Davies, LLP	\$32,500.00	\$33,000.00	\$33,500.00	\$99,000.00
McGladrey LLP	\$47,000.00	\$48,000.00	\$49,400.00	\$144,400.00
Mahoney Sabol & Company, LLP	\$32,500.00	\$33,000.00	\$33,500.00	\$99,000.00
Venman & Co. LLC	\$47,000.00	\$48,500.00	\$50,000.00	\$145,500.00
Cohn & Reznick LLP	\$37,500.00	\$38,250.00	\$39,025.00	\$114,775.00
King, King & Associates	\$26,500.00	\$27,500.00	\$28,500.00	\$82,500.00
Ron L. Beaulieu & Company	\$28,000.00	\$28,000.00	\$28,000.00	\$84,000.00
Sandra E. Welwood, LLC	\$31,500.00	\$31,500.00	\$31,500.00	\$94,500.00
Seward and Monde	\$35,000.00	\$35,000.00	\$35,000.00	\$105,000.00
Blum, Shapiro & Company, P.C.	\$42,900.00	\$43,900.00	\$44,900.00	\$131,700.00

***Move to award the professional auditing services to [firm] for the fiscal year ending June 30, 2014 at the bid price of [\$xx,xxx]. The Board reserves the right to extend the contract for two additional years at the bid prices.***

**2. Site-Based Grounds Maintenance Program:**

We bid this service last year. There were two companies at the mandatory pre-bid meeting; however, only one company submitted a written proposal. Facilities Director Jim Saisa recommended the bid be awarded to Sports Turf of Connecticut of Orange for the bid price of \$215,000 for each fiscal year with two option years at the Board's sole discretion.

The bid specifications include mowing of grass, turf fertilization and weed control, pruning, watering, insect and disease control, policing of all grounds at Middle Schools and High School and Athletic Field Complex at the High School, Integrated Pest Management program for insect and weed control, maintain curbs and cracks in asphalt and concrete sidewalks weed free, spring cleanup of winter debris, continuous clean-up of leaves, spot seeding of all turf areas as necessary, rolling and dragging of three infields as necessary, maintenance of three infields – includes any necessary clay, hand weed groundcover and planting beds to keep a weed-free appearance, covering existing mulched beds with shredded hardwood mulch, supply and install perennial flowers in the existing flower beds, ensure the daily operation of the irrigation system as well as winterizing it in the fall and reenergizing and flushing the irrigation system in the spring, and so forth.

*Move to award the site-based grounds maintenance program for July 1, 2014 to June 30, 2015 to Sports Turf of Connecticut of Orange, Connecticut, at the bid price of \$215,000 for the second year of a three-year contract. The Board reserves the right to cancel the contract if Sports Turf of Connecticut of Orange, Connecticut, fails to perform in a satisfactory manner.*

**3. Snow Removal, Ice Control & Sanding Services:**

We bid this service last year. There were six companies at the mandatory pre-bid meeting. Four companies submitted written proposals. Facilities Director Jim Saisa recommended the Board award the bid to Denny Landscaping Ltd of Orange, Connecticut. Denny Landscaping Ltd was the low bidder on all line items of snow removal and sanding. Furthermore, the company offered free parking lot sweeping each year and a complete line painting once if given a three-year contract. The bid prices are based on the amount of snow (e.g., 1 to 6 inches of snow at \$600; 6 inches to 9 inches of snow at \$700; 9 inches and up of snow at \$825). The prices will be held for all three years.

*Move to award the snow removal, ice control and sanding services to Denny Landscaping Ltd of Orange, Connecticut, for July 1, 2014 to June 30, 2015, for the second year of a three-year contract at the bid prices based on the amount of snow. The Board reserves the right to cancel the contract if Denny Landscaping Ltd of Orange, Connecticut, fails to perform in a satisfactory manner.*

4. **Safety Service Program:**

Fuss & O'Neill, Inc. has helped our District implement and maintain a top-notch safety service program. Facilities Director Jim Saisa recommends we stay with this firm and award the contract based upon the State bid contract, as authorized by the Amity Board of Education's purchasing policy. The Board is being asked to approve a three-year contract, which will exceed \$35,000.

*Move to award the safety service program to Fuss & O'Neill, Inc. of Manchester, Connecticut, for July 1, 2014 to June 30, 2015 for the State bid price of \$11,833. The second year will cost \$12,011 and the third year will cost \$12,188. The total of the three-year contract is \$36,032. The Board reserves the right to cancel the contract if Fuss & O'Neill, Inc. fails to perform in a satisfactory manner.*

5. **Trash and Recycling Removal Service:**

Two years ago, the District bid trash and recycling removal service. The Board awarded the bid to All American Waste of New Haven for the bid price of \$36,993 per year with extra charges for additional pick-ups. Extra pick-ups are \$60 for an 8-yard trash dumpster; \$42 for a 6-yard trash dumpster; and \$32 for an 8-yard dumpster for recycling. Mr. Saisa, Director of Facilities, estimates we spend about \$200 a year for extra pick-ups. Per the bid, the pricing remains constant for all three years of a three-year contract.

The Board reserves the right to cancel the contract if All American Waste fails to perform in a satisfactory manner. Facilities Director Jim Saisa has recommended we enter into the third year of a three-year contract due to the excellent performance of the vendor.

*Move to award the trash and recycling removal service to All American Waste of New Haven, Connecticut, for July 1, 2014 to June 30, 2015, for the third year of a three-year contract at the bid price of \$36,993, not including extra charges for additional pick-ups. The Board reserves the right to cancel the contract if All American Waste of New Haven, Connecticut, fails to perform in a satisfactory manner.*

6. **Substitute Teacher Services:**

The District has been using Kelly Educational Services for many years. There are no other similar services. Therefore, we are asking the Board to award the contract based on a sole source vendor. Last fiscal year, the District paid Kelly Education Services \$71,783.10.

*Move to award the substitute teacher service to Kelly Educational Services for July 1, 2014 to June 30, 2015. The price will be negotiated by the Director of Finance and Administration. The Board reserves the right to cancel the contract if Kelly Educational Services fails to perform in a satisfactory manner.*

**7. Workers' Compensation Insurance and Liability, Automobile, Property Insurance:**

Two years ago, the Board awarded a three-year contract to Connecticut Interlock Risk Management Agency (CIRMA) of New Haven, Connecticut, for the District's Workers' Compensation Insurance and Liability, Automobile, Property (LAP) Insurance. The Workers' Compensation Insurance premium increase is based on payroll increases and claims. The LAP Insurance is based on claims with a maximum increase of 5 percent.

The Workers' Compensation premium for 2014-2015 will be \$191,925, or a 12 percent increase. The payroll audit premium will be determined at a later time.

The Liability, Automobile, Property (LAP) Insurance base premium for 2014-2015 will be \$141,673, or a 5 percent increase.

***Motion: Award the Workers' Compensation Insurance for July 1, 2014 to June 30, 2015, to Connecticut Interlock Risk Management Agency (CIRMA) of New Haven, Connecticut, at the premium of \$191,925 plus the audit premium to be determined. Award the Liability, Automobile, Property Insurance to Connecticut Interlock Risk Management Agency (CIRMA) of New Haven, Connecticut, for the base premium of \$141,673 for July 1, 2014 to June 30, 2015. This is the third of a three-year contract for Workers' Compensation and Liability, Automobile and Property Insurance.***

**8. District Chiller Maintenance Contract:**

Trane Building Services has submitted for consideration a three-year scheduled service agreement to provide preventive maintenance and seasonal service on the Trane chillers at our three schools. Trane has provided these services on the chillers since they were installed seven years ago. The current three-year contract ends May 2014. This contract is proprietary since it is Trane equipment, and Trane has done a good job supporting and servicing our equipment. Director of Facilities Jim Saisa recommends Trane be awarded the first year of a three-year contract commencing June 2014 through May 2015, at \$12,122. The total of the three-year contract is \$37,838.

***Motion: Award the District Chiller Maintenance Contract to Trane Building Services (local Trane office in Rocky Hill, Connecticut) for the first year of a three-year contract commencing June 2014, through May 2015, for \$12,122. The Board reserves the right at its sole discretion to award year two at \$12,606, and year three at \$13,110, for a total of \$37,838. This is a sole source vendor for the District's Trane equipment, and thereby, the sealed bid requirements are not required.***

9. **Student Accident Insurance:**

The District received five bids.

The District has been using Lefebvre Insurance, LLC, which the highest bid of \$41,535. The low bidder is Abbate Insurance Associates of New Haven, Connecticut with a bid price of \$24,650 including catastrophic coverage. I checked their references and found the firm to be highly recommended.

*Move to award the Student Accident Insurance for the 2014-2015 school year to Abbate Insurance Associates of New Haven, Connecticut, for the bid price of \$24,650, which includes Catastrophic Accident Insurance. Further, there shall be two option years at the sole discretion of the Board. The Director of Finance and Administration shall negotiate with Abbate Insurance Associates, and if the prices are favorable to the District, shall present the terms and conditions to the Board for their consideration. If the terms and conditions are unacceptable, the Director of Finance and Administration shall bid student accident insurance. The Board reserves the right to cancel the contract if Abbate Insurance Associates fails to perform in a satisfactory manner.*

10. **Telephone System Replacement:**

District Technology Coordinator Shaun DeRosa and Director of Facilities Jim Saisa reported, "After reviewing each of the sixteen bids submitted in response to the Request for Proposals issued by Amity Regional School District No. 5, we feel that a single proposal best meets our criteria and should be awarded the project. The best bid was submitted by Pilothouse Communications of Cheshire, Connecticut, with a purchase price of \$166,441.15. The system proposed is a complete Voice over IP (VoIP) solution using Toshiba hardware and software. The hardware includes a five year warranty while the software is covered by five years of software assurance protection. The system was demonstrated at a meeting on Tuesday, March 25, 2014, and was well received by the Superintendent of Schools and senior administrators. Mr. DeRosa checked references supplied by Pilothouse Communications and they all came back positive.

There were five bid proposals that were submitted at a lower cost. Of those five, three were hosted solutions, which mean the operating system is hosted off-site and all programming is managed by others for on-going fees. We decided against the hosted solutions as we felt the continued and indefinite ongoing cost coupled with the lack of control inherent with a hosted solution was not in the District's best interest. The remaining two proposals came from New England Communications Corp. (NECC) and Business Electronics Inc. (BEI).

The NECC bid had a purchase price of \$161,812.00; however after the options were added to bring it in line with other proposed solutions, the cost exceeded \$179,812.00. In addition, the proposed software from NEC did not offer the same level of end-user or administrative features as the recommended proposal from Pilothouse.

The BEI bid had a purchase price of \$149,830.00. The concerns that led to the exclusion of the BEI bid included the one year warranty on the hardware while others offered five years, the large up-front cost of "block time" for service and the disproportionate cost of the annual service agreement when compared to others (more than three times the cost of Pilothouse). In addition, when the "options" were added in to make the system equal to the system Pilothouse proposed, the cost exceeded that of Pilothouse. The Mitel system proposed by BEI also had higher phone replacement costs than NECC and Pilothouse.

After careful review of all submittals, two face-to-face technical interviews, a successful demonstration to the Superintendent of Schools and senior administrators, and negotiation of the final lease price, we recommend the Phone System Replacement Bid be awarded to Pilothouse Communications, of Cheshire, Connecticut."

The bid price was a five-year lease/purchase with a \$1 buyout for \$40,906.08 per year, or total of \$204,530.40. We negotiated the lease/purchase agreement price down. The revised price is \$37,182.94 annual payment for five years with a \$1.00 buyout, or a total cost of \$185,914.70 with a \$1.00 buyout.

*Move to award the telephone system replacement to Pilothouse Communications, LLC of Cheshire, Connecticut, per the bid specifications. The system will be paid through a lease/purchase agreement with a \$1.00 buyout with an annual payment of \$37,182.94 due in July 2014 through 2018, inclusive. The total cost is \$185,915.70 (including \$1.00 buyout).*

#### **11. Investment Consulting Services:**

The District received eight bids.

The District currently uses Fiduciary Investment Advisors, which had the low bid of \$18,000 for 2014-2015, \$18,540 for 2015-2016, and \$19,096 for 2016-2017. Hooker & Holcombe Investment Advisors, Inc. had the next best bid at \$20,000 for 2014-2015, \$20,000 for 2015-2016, and \$20,000 for 2016-2017. The District currently uses Hooker & Holcombe for actuarial services.

I recommend the Amity Finance Committee set up an interview with both firms.

**AMITY REGIONAL SCHOOL DISTRICT NO. 5**  
**REVENUES AND EXPENDITURES**  
**FOR FY 2013-2014**

LINE	CATEGORY	COLUMN 1 2012-2013 ACTUAL	COLUMN 2 2013-2014 BUDGET	COLUMN 3 FEB '14 FORECAST	COLUMN 4 CHANGE INCR./((DECR.))	COLUMN 5 MAR '14 FORECAST	COLUMN 6 VARIANCE OVER/(UNDER)	COL 7 FAV UNF
1	MEMBER TOWN ALLOCATIONS	41,627,220	43,260,053	43,260,053	0	43,260,053	0	FAV
2	OTHER REVENUE	234,264	218,032	239,458	26,104	265,562	47,530	FAV
3	OTHER STATE GRANTS	765,300	876,597	1,000,966	43,645	1,044,611	168,014	FAV
4	MISCELLANEOUS INCOME	406,782	56,000	37,403	(7,000)	30,403	(25,597)	UNF
5	BUILDING RENOVATION GRANTS	286,347	67,773	67,773	0	67,773	0	FAV
6	<b>TOTAL REVENUES</b>	<b>43,319,913</b>	<b>44,478,455</b>	<b>44,605,653</b>	<b>62,749</b>	<b>44,668,402</b>	<b>189,947</b>	<b>FAV</b>
7	SALARIES	22,915,703	23,516,038	23,313,519	(386)	23,313,133	(202,905)	FAV
8	BENEFITS	5,114,613	5,256,101	5,231,159	1,934	5,233,093	(23,008)	FAV
9	PURCHASED SERVICES	6,111,199	6,974,367	6,738,408	19,354	6,757,762	(216,605)	FAV
10	DEBT SERVICE	5,469,195	4,913,679	4,916,444	0	4,916,444	2,765	UNF
11	SUPPLIES (INCLUDING UTILITIES)	2,945,495	3,096,685	3,115,695	(9,665)	3,106,030	9,345	UNF
12	EQUIPMENT	154,864	324,479	345,026	0	345,026	20,547	UNF
13	IMPROVEMENTS / CONTINGENCY	57,696	247,006	207,993	(7,075)	200,918	(46,088)	FAV
14	DUES AND FEES	113,989	150,100	150,100	0	150,100	0	FAV
15	TRANSFER ACCOUNT	177,494	0	0	0	0	0	FAV
16	ESTIMATED UNSPENT BUDGETS	0	0	0	0	0	0	FAV
17	<b>TOTAL EXPENDITURES</b>	<b>43,060,248</b>	<b>44,478,455</b>	<b>44,018,344</b>	<b>4,162</b>	<b>44,022,506</b>	<b>(455,949)</b>	<b>FAV</b>
18	<b>SUBTOTAL</b>	<b>259,665</b>	<b>0</b>	<b>587,309</b>	<b>58,587</b>	<b>645,896</b>	<b>645,896</b>	<b>FAV</b>
19	PLUS: CANCELLATION OF PRIOR YEAR'S ENCUMBRANCES	37,255	0	0	66,000	66,000	66,000	FAV
20	PLUS: RECORDING OF ERRP FROM PRIOR YEAR	64,034	0	0	0	0	0	FAV
21	PLUS: RECORDING OF BOND PREMIUM PROCEEDS	35,000	0	0	0	0	0	FAV
22	PLUS: AUDIT ADJUSTMENT FROM PRIOR YEAR	2,331	0	0	0	0	0	FAV
23	DESIGNATED FOR SUBSEQUENT YEAR'S BUDGET:							
24	LESS: ASSIGNED TO NEXT YEAR'S BUDGET	0	0	0	(266,000)	(266,000)	(266,000)	UNF
25	LESS: COMMITTED TO ERRP	0	0	0	0	0	0	FAV
26	<b>NET BALANCE / (DEFICIT)</b>	<b>398,285</b>	<b>0</b>	<b>587,309</b>	<b>(141,413)</b>	<b>445,896</b>	<b>445,896</b>	<b>FAV</b>

Column 7: FAV=Favorable Variance  
Revenues: At or OVER budget  
Expenditures: At or UNDER budget



**AMITY REGIONAL SCHOOL DISTRICT NO. 5**  
**REVENUES AND EXPENDITURES**  
**FOR FY 2013-2014**

LINE	CATEGORY	COLUMN 1 2012-2013 ACTUAL	COLUMN 2 2013-2014 BUDGET	COLUMN 3 FEB '14 FORECAST	COLUMN 4 CHANGE INCR./(DECR.)	COLUMN 5 MAR '14 FORECAST	COLUMN 6 VARIANCE OVER/(UNDER)	COL 7 FAV UNF
1	BETHANY ALLOCATION	8,583,949	8,670,180	8,670,180	0	8,670,180	0	FAV
2	ORANGE ALLOCATION	20,669,164	21,602,772	21,602,772	0	21,602,772	0	FAV
3	WOODBRIIDGE ALLOCATION	12,374,107	12,987,101	12,987,101	0	12,987,101	0	FAV
4	MEMBER TOWN ALLOCATIONS	41,627,220	43,260,053	43,260,053	0	43,260,053	0	FAV
5	ADULT EDUCATION	2,990	2,936	3,238	0	3,238	302	FAV
6	PARKING INCOME	31,562	30,000	30,000	(1,263)	28,737	(1,263)	UNF
7	INVESTMENT INCOME	358	1,500	750	0	750	(750)	UNF
8	ATHLETICS	22,372	23,500	23,500	1,135	24,635	1,135	FAV
9	TUITION REVENUE	110,859	86,382	124,814	0	124,814	38,432	FAV
10	TRANSPORTATION INCOME	66,123	73,714	57,156	26,232	83,388	9,674	FAV
11	TRANSPORTATION BOWA AGREEMENT	0	0	0	0	0	0	FAV
12	OTHER REVENUE	234,264	218,032	239,458	26,104	265,562	47,530	FAV
13	BESB GRANT	0	0	0	0	0	0	FAV
14	SPECIAL EDUCATION GRANTS	765,300	876,597	1,000,966	43,645	1,044,611	168,014	FAV
15	OTHER STATE GRANTS	765,300	876,597	1,000,966	43,645	1,044,611	168,014	FAV
16	RENTAL INCOME	31,357	29,000	21,000	0	21,000	(8,000)	UNF
17	CAPITAL RESERVE	0	0	0	0	0	0	FAV
18	CONSTRUCTION SINKING DEBT FUND	0	0	0	0	0	0	FAV
19	DESIGNATED FROM PRIOR YEAR	300,000	0	0	0	0	0	FAV
20	EARLY RETIREE REINSURANCE PROGRAM	0	0	0	0	0	0	FAV
21	OTHER REVENUE	75,425	27,000	16,403	(7,000)	9,403	(17,597)	UNF
22	TRANSFER IN	0	0	0	0	0	0	FAV
23	MISCELLANEOUS INCOME	406,782	56,000	37,403	(7,000)	30,403	(25,597)	UNF
24	BUILDING RENOVATION GRANTS	286,347	67,773	67,773	0	67,773	0	FAV
25	TOTAL REVENUES	43,319,913	44,478,455	44,605,653	62,749	44,668,402	189,947	FAV

Column 7: FAV=Favorable Variance  
Revenues: At or OVER budget  
Expenditures: At or UNDER budget

**AMITY REGIONAL SCHOOL DISTRICT NO. 5  
REVENUES AND EXPENDITURES  
FOR FY 2013-2014**

		COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7
LINE	CATEGORY	2012-2013 ACTUAL	2013-2014 BUDGET	FEB '14 FORECAST	CHANGE INCR./DECR.)	MAR '14 FORECAST	VARIANCE OVER/(UNDER)	FAV UNF
1	5111-CERTIFIED SALARIES	19,299,776	19,712,301	19,523,709	(6,014)	19,517,695	(194,606)	FAV
2	5112-CLASSIFIED SALARIES	3,615,927	3,803,737	3,789,810	5,628	3,795,438	(8,299)	FAV
3	<b>SALARIES</b>	<b>22,915,703</b>	<b>23,516,038</b>	<b>23,313,519</b>	<b>(386)</b>	<b>23,313,133</b>	<b>(202,905)</b>	<b>FAV</b>
4	5200-MEDICARE - ER	298,493	310,765	303,675	(5)	303,670	(7,095)	FAV
5	5210-FICA - ER	228,835	235,430	232,808	(4)	232,804	(2,626)	FAV
6	5220-WORKERS' COMPENSATION	149,887	193,000	184,362	1,961	186,323	(6,677)	FAV
7	5255-MEDICAL & DENTAL INSURANCE	3,110,613	3,039,348	3,039,348	362,172	3,401,520	362,172	UNF
8	5860-OPEB TRUST	394,346	528,939	528,939	(362,172)	166,767	(362,172)	FAV
9	5260-LIFE INSURANCE	46,733	50,263	45,065	(18)	45,047	(5,216)	FAV
10	5275-DISABILITY INSURANCE	10,426	10,615	9,221	0	9,221	(1,394)	FAV
11	5280-PENSION PLAN - CLASSIFIED	663,791	707,554	707,554	0	707,554	0	FAV
12	5282-RETIREMENT SICK LEAVE - CERT	83,794	61,142	61,142	0	61,142	0	FAV
13	5283-RETIREMENT SICK LEAVE - CLASS	4,575	18,557	18,557	0	18,557	0	FAV
14	5284-SEVERANCE PAY - CERTIFIED	114,570	70,488	70,488	0	70,488	0	FAV
15	5290-UNEMPLOYMENT COMPENSATION	8,550	30,000	30,000	0	30,000	0	FAV
16	<b>BENEFITS</b>	<b>5,114,613</b>	<b>5,256,101</b>	<b>5,231,159</b>	<b>1,934</b>	<b>5,233,093</b>	<b>(23,008)</b>	<b>FAV</b>
17	5322-INSTRUCTIONAL PROG IMPROVEMENT	17,393	11,564	19,564	0	19,564	8,000	UNF
18	5327-DATA PROCESSING	63,926	67,730	67,730	0	67,730	0	FAV
19	5330-OTHER PROFESSIONAL & TECHNICAL SRVC	990,797	1,050,636	1,077,886	0	1,077,886	27,250	UNF
20	5440-RENTALS - LAND, BLDG, EQUIPMENT	75,995	94,227	94,227	0	94,227	0	FAV
21	5510-PUPIL TRANSPORTATION	2,185,438	2,493,553	2,279,225	(12,020)	2,267,205	(226,348)	FAV
22	5521-GENERAL LIABILITY INSURANCE	166,401	183,792	176,968	0	176,968	(6,824)	FAV
23	5550-COMMUNICATIONS: TEL, POST, ETC.	62,858	77,168	77,168	0	77,168	0	FAV
24	5560-TUITION EXPENSE	2,464,993	2,896,374	2,846,317	31,374	2,877,691	(18,683)	FAV
25	5590-OTHER PURCHASED SERVICES	83,398	99,323	99,323	0	99,323	0	FAV
26	<b>PURCHASED SERVICES</b>	<b>6,111,199</b>	<b>6,974,367</b>	<b>6,738,408</b>	<b>19,354</b>	<b>6,757,762</b>	<b>(216,605)</b>	<b>FAV</b>

Column 7: FAV=Favorable Variance  
Revenues: At or OVER budget  
Expenditures: At or UNDER budget

**AMITY REGIONAL SCHOOL DISTRICT NO. 5**  
**REVENUES AND EXPENDITURES**  
**FOR FY 2013-2014**

LINE	CATEGORY	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7
		2012-2013 ACTUAL	2013-2014 BUDGET	FEB '14 FORECAST	CHANGE INCR./DECR.)	MAR '14 FORECAST	VARIANCE OVER/(UNDER)	FAV UNF
27	5830-INTEREST	1,655,560	1,603,406	1,603,406	0	1,603,406	0	FAV
28	5910-REDEMPTION OF PRINCIPAL	3,813,635	3,310,273	3,313,038	0	3,313,038	2,765	UNF
29	DEBT SERVICE	5,469,195	4,913,679	4,916,444	0	4,916,444	2,765	UNF
30	5410-UTILITIES, EXCLUDING HEAT	713,980	811,240	822,958	1,360	824,318	13,078	UNF
31	5420-REPAIRS, MAINTENANCE & CLEANING	734,850	678,797	722,902	(7,925)	714,977	36,180	UNF
32	5611-INSTRUCTIONAL SUPPLIES	354,115	387,620	378,763	6,000	384,763	(2,857)	FAV
33	5613-MAINTENANCE/CUSTODIAL SUPPLIES	180,396	189,355	192,442	0	192,442	3,087	UNF
34	5620-OIL USED FOR HEATING	38,330	135,500	135,500	0	135,500	0	FAV
35	5621-NATURAL GAS	92,465	125,000	100,100	(9,100)	91,000	(34,000)	FAV
36	5627-TRANSPORTATION SUPPLIES	188,718	183,803	183,803	0	183,803	0	FAV
37	5641-TEXTS & DIGITAL RESOURCES	102,002	90,204	90,204	0	90,204	0	FAV
38	5642-LIBRARY BOOKS & PERIODICALS	21,236	21,607	21,607	0	21,607	0	FAV
39	5690-OTHER SUPPLIES	519,403	473,559	467,416	0	467,416	(6,143)	FAV
40	SUPPLIES (INCLUDING UTILITIES)	2,945,495	3,096,685	3,115,695	(9,665)	3,106,030	9,345	UNF
41	5730-EQUIPMENT - NEW	97,876	105,519	105,519	0	105,519	0	FAV
42	5731-EQUIPMENT - REPLACEMENT	56,988	218,960	239,507	0	239,507	20,547	UNF
43	EQUIPMENT	154,864	324,479	345,026	0	345,026	20,547	UNF
44	5715-IMPROVEMENTS TO BUILDING	0	48,006	48,006	0	48,006	0	FAV
45	5720-IMPROVEMENTS TO SITES	57,696	49,000	53,990	0	53,990	4,990	UNF
46	5850-CONTINGENCY	150,000	150,000	150,000	0	150,000	0	FAV
47	TRSF. FROM CONTINGENCY TO OTHER ACCTS.	(150,000)	0	(44,003)	(7,075)	(51,078)	(51,078)	FAV
48	5855-CAPITAL RESERVE	0	0	0	0	0	0	FAV
49	IMPROVEMENTS / CONTINGENCY	57,696	247,006	207,993	(7,075)	200,918	(46,088)	FAV
50	5580-STAFF TRAVEL	19,255	21,568	21,568	0	21,568	0	FAV
51	5581-TRAVEL - CONFERENCES	12,702	23,624	23,624	0	23,624	0	FAV
52	5810-DUES & FEES	82,032	104,908	104,908	0	104,908	0	FAV
53	DUES AND FEES	113,989	150,100	150,100	0	150,100	0	FAV
54	5856-TRANSFER ACCOUNT	177,494	0	0	0	0	0	FAV
55	ESTIMATED UNSPENT BUDGETS	0	0	0	0	0	0	FAV
56	TOTAL EXPENDITURES	43,060,248	44,478,455	44,018,344	4,162	44,022,506	(455,949)	FAV

Column 7: FAV=Favorable Variance  
Revenues: At or OVER budget  
Expenditures: At or UNDER budget

**AMITY REGIONAL SCHOOL DISTRICT NO. 5  
REVENUES & EXPENDITURES BY CATEGORY  
FINANCIAL ANALYSIS  
FOR THE FISCAL YEAR 2013-2014**

**MARCH 2014**

**2013-2014 FORECAST**

The projected net balance of revenues and expenditures for this fiscal year is *\$645,896 FAV (previously \$587,309 FAV)*, which appears on page 1, column 6, line 18. *The forecast includes \$66,000 in unspent prior year's encumbrances on page 1, column 6, line 19. The forecast includes \$266,000 of funds assigned to next year's budget on page 1, column 6, line 24. Net balance is \$445,896 FAV on page 1, column 6, line 26.*

*The Amity Finance Committee and Amity Board of Education may decide to use the year end net balance of revenues and expenditures in several ways:*

- ✓ *Assign to next year's budget to reduce the Member Town Allocations*
- ✓ *Transfer funds to the Self-Insurance Reserve Fund*
- ✓ *Transfer funds to the Reserve for Capital Nonrecurring Expenditures*
- ✓ *Return funds to the Member Towns*

*The major components of the projected 2013-2014 surplus are, as follows:*

- *Special education grants revenue of \$168,014 favorable variance – This is due to higher special education transportation and tuition expenditures and a higher State reimbursement rate than budgeted (82 percent compared to 75 percent).*
- *Salaries of \$202,905 favorable variance – “Turnover savings” from replacing teachers who retired or resigned with teachers at a lower salary, were greater than expected. We also realized savings from an unpaid leave-of-absence, lower projected coverage costs, and the transition to a permanent Superintendent of Schools. None of these could have been reasonably anticipated at the time the budget was prepared.*
- *Special education transportation and tuition of \$245,031 favorable variance – This is one of the most difficult areas to predict and could change at any time.*
- *Cancellation of Prior Year's Encumbrances of \$66,000 favorable variance - We encumber funds for goods and services received by June 30<sup>th</sup> but not yet billed. In some cases, the estimated amount encumbered is wrong (e.g., utility bill; water bill) and we do not need to spend the entire encumbrance. The primary reason for the unspent funds was special education expenditures of \$42,860, which were not spent. At the time the books are closed in mid-August 2013, we had not been informed of the exact costs for these services.*

**REVENUES BY CATEGORY**

The projected yearend balance of revenues is *\$189,947 FAV (previously \$127,198 FAV)*, which appears on page 2, column 6, line 25.

**LINE 5 on Page 2: ADULT EDUCATION:**

The forecast is based on the current State award.

**LINE 6 on Page 2: PARKING INCOME:**

*The forecast is based on an estimate of remaining permits to be issued.*

**LINE 7 on Page 2: INVESTMENT INCOME:**

The budget is based on the expectation interest rates will remain low. To-date, this has been the case. The interest rate at Peoples United bank in *March 2014* was **0.25 percent (same as the prior month)** and State Treasurer's Investment Fund (STIF) was **0.16 percent (prior month was 0.15 percent)**. Most of the District's funds are kept at Peoples United Bank.

**LINE 8 on Page 2: ATHLETICS:**

*The forecast is based on actual gate receipts.*

**LINE 9 on Page 2: TUITION REVENUE:**

The budget assumed six tuition students at full price. We have 11 tuition students, 10 at full tuition price and 1 student at the employee rate. Two of the tuition students became residents in December, and therefore, no longer pay tuition to the District.

**LINE 10 on Page 2: TRANSPORTATION INCOME:**

The projected income is based on FY 2012 and FY 2013 data and the State caps. The forecast includes an adjustment of \$30,000 from the prior fiscal year. The State makes prior year adjustments against the current year's transportation payment. These changes are made between the March SEDAC-G filing and the actual final special education costs reported on the ED001 report. *The forecast reflects the most current information from the State.*

**LINE 14 on Page 2: SPECIAL EDUCATION GRANTS:**

The forecast is based on the SEDAC-G report filed with the State in December 2013. The State reimbursement rate is projected to be 82 percent compared to the budget of 75 percent. The forecast was revised based on updated information on student costs. *The forecast reflects the latest report filed with the expected State reimbursement rate.*

**LINE 16 on Page 2: RENTAL INCOME:**

NCS Pearson typically rented Bethany Middle School for about \$11,000 per year to offer graduate classes. They are now offering their classes on-line.

**LINE 21 on Page 2: OTHER REVENUE:**

The teachers' union payment for their union representative's release time is only .10 this fiscal year, not .20 as was budgeted. Miscellaneous vendor rebates and refunds are put in this account. *The forecast is based an updated projection of miscellaneous revenue.*

## **EXPENDITURES BY CATEGORY**

The projected yearend balance of expenditures is *\$455,949 FAV (previously \$460,111 FAV)*, which appears on page 4, column 6, line 57.

### **LINE 1 on Page 3: 5111-CERTIFIED SALARIES:**

'Turnover savings' (i.e., replacing teachers who retired or resigned) exceeded budget by *\$79,977 FAV*. The replacement for the Reading Department Head was decreased from 1.0 to 0.6 full-time equivalent at a savings of *\$22,438 FAV*. Expenses were increased by *\$9,290 UNF* due to long-term substitutes hired to cover leaves-of-absence. The forecast includes estimated savings from a teacher on an unpaid leave-of-absence, lower projected coverage costs, and the transition to a permanent Superintendent of Schools (*\$95,500 FAV*). *The forecast is based on current staffing.*

### **LINE 2 on Page 3: 5112-CLASSIFIED SALARIES:**

A part-time security guard for Amity High School will provide coverage after the end of the school day when many students and others are in the building. The forecast includes estimated savings from vacancies (*\$4,000 FAV*) and a lower projected substitute costs (*\$9,800 FAV*). *The forecast is based on current staffing.*

### **LINES 4 and 5 on Page 3: MEDICARE AND FICA:**

*The forecast is based on the projected salaries.*

### **LINE 6 on Page 3: 5220-WORKERS' COMPENSATION:**

The actual premiums are *\$8,638 FAV* under budget. *The payroll audit premium was \$1,961 UNF over budget.*

### **LINES 7 on Page 3: 5255-MEDICAL AND DENTAL INSURANCE:**

CLAIMS ONLY			
	2013-2014	2013-2014	2012-2013
<u>Month</u>	<u>Actual Claims</u>	<u>Budget Claims</u>	<u>Actual Claims</u>
July	\$ 430,267	\$ 319,749	\$ 157,090
August	\$ 381,584	\$ 319,749	\$ 277,965
September	\$ 306,378	\$ 319,749	\$ 184,534
October	\$ 312,668	\$ 319,749	\$ 228,344
November	\$ 327,966	\$ 319,749	\$ 282,319
December	\$ 416,061	\$ 319,749	\$ 316,551
January	\$ 402,402	\$ 319,749	\$ 317,314
February	\$ 238,891	\$ 319,749	\$ 241,012
March	\$ 358,207	\$ 319,749	\$ 251,862
April	\$	\$ 319,749	\$ 314,479
May	\$	\$ 319,749	\$ 309,373
June	\$	\$ 319,753	\$ 425,303
		<u>\$3,836,992</u>	<u>\$3,306,146</u>

### Projected Self-Insurance Reserve Fund Balance

<i>Reserve Balance, June 30, 2013</i>	<i>\$ 614,535</i>
<i>Plus: Medical and Dental Insurance Budget</i>	<i>\$ 3,039,348</i>
<i>Plus: Estimated Employee &amp; Retire Contributions</i>	<i>\$ 1,289,000</i>
<i>Plus: Transfer "Implicit Rate Subsidy"</i>	<i>\$ 362,172</i>
<i>Less: Estimated Claims</i>	<i>(\$ 4,133,675)</i>
<i>Less: Estimated Fees</i>	<i>(\$ 692,807)</i>
<i>Less: Other Payments</i>	<i>(\$ 111,000)</i>
<i>Projected Reserve Balance, June 30, 2014</i>	<i><u>\$ 367,573</u></i>
<i>Reserve Balance as Percentage of Claims</i>	<i>8.9%</i>

#### *Notes:*

- 1. Actual claims through March 2014, exceeded budget by \$296,683.*
- 2. Forecast assumes claims for April through June 2014, inclusive, will be the same as budget.*
- 3. The 'implicit rate subsidy' of \$362,172 has NOT yet been transferred into the Self-Insurance Reserve Fund. The forecast assumes this will happen; however, the Amity Finance Committee and Amity Board of Education have asked that this transfer be delayed until it becomes necessary to use these funds to pay claims.*

#### **LINE 8 on Page 3: 5860-OPEB TRUST:**

A budget transfer was requested to move the entire OPEB Trust budget into the Self-Insurance Reserve Fund. This is due to the higher than expected claims. The Amity Finance Committee and Amity Board of Education decided to postpone this decision at their February 2014 meeting.

*A budget transfer of \$362,172 was approved at the March 2014 meeting. The 'implicit rate subsidy' has historically been budgeted in the OPEB Trust. We learned the 'implicit rate subsidy' should be included in the Medical and Dental Insurance account under a self-insured plan. The 2013-2014 budget was developed under the fully-insured method.*

#### **LINE 9 on Page 3: 5260-LIFE INSURANCE:**

*The forecast is based on current staffing.*

#### **LINE 10 on Page 3: 5275-DISABILITY INSURANCE:**

*The forecast is based on current staffing.*

#### **LINE 17 on Page 3: 5322-INSTRUCTIONAL PROGRAM IMPROVEMENT:**

A budget transfer of \$8,000 UNF was made to cover the participation fee for ACES Consortium membership from July 1, 2013 through June 30, 2014.



**LINE 19 on Page 3: 5330-OTHER PROFESSIONAL & TECHNICAL SRVC.:**

During the transition to fill the vacant District Technology Coordinator position, Dr. Brady authorized the hiring of TBNG Consulting of West Haven. The firm provided a comprehensive network support team. A budget transfer of \$7,750 UNF was made to pay TBNG Consulting for services rendered in July.

Last year, the Board authorized the purchase of technology equipment to replace Megabit network switches to Gigabit switches for \$21,850, which is included in this fiscal year's budget. The purpose of this was to free up these funds for a long-range planning study. Instead a portion of these funds will be used to pay for the labor costs related to the upgrade of the District's technology infrastructure. The State has informed us that the infrastructure grant will not pay for labor costs, only equipment. The remaining grant funds will be used to purchase ChromeBooks needed for new on-line testing format.

The budget for the annual audit is \$40,000; however, the Board extended the contract of the current auditor at a reduced price of \$32,500. Thus, the forecast includes a favorable variance of \$7,500 FAV.

The forecast includes \$13,900 UNF to pay the Superintendent search consultant. A budget transfer of \$12,000 UNF was made to hire an engineering firm to evaluate the HVAC systems at Orange Middle School. The study will look into the causes for the humidity issues experienced at this particular site and propose modifications to the operations of the HVAC systems to mitigate the problem.

The budget for legal expenditures is \$75,000. *Actual legal expenses as of March 21, 2014, are \$46,946.53.* At this time, we are projecting legal expenditures to be on-budget.

**LINE 21 on Page 3: 5510-PUPIL TRANSPORTATION:**

Special Education Transportation is projected to be under budget by \$226,348 FAV (*previously \$214,328 FAV*).

**LINE 22 on Page 3: 5521-GENERAL LIABILITY INSURANCE:**

Actual premiums for property, liability, crime and international travel coverage were \$178 UNF over budget. Fiduciary insurance is projected to be \$565 UNF over budget.

Finance Manager Terry Lumas found some overpayments in 2011-2012 and endorsement credits that were applied to the District's account but not returned to us. This amounted to \$5,976.99 FAV. The insurance carrier agreed to credit our premiums for this fiscal year.

Student Accident Insurance premium was \$1,590 FAV under budget, including catastrophic accident medical insurance. Claims have been very high. The projected loss ratio for 2012-2013 is 116 percent. Unfortunately, some of the claimants have no family insurance coverage, so the District's policy ends up paying as the primary plan rather than the secondary plan. The favorable variance is due to the insurance carrier's projection for the budget being conservative.

**LINE 25 on Page 3: 5560-TUITION EXPENSE:**

These figures are subject to change on a monthly basis.

Tuition is forecast to be under budget by *\$18,683 FAV (previously \$50,057 FAV)*.

Tuition for the vo-ag schools has a projected variance of *\$77,822 FAV (previously \$77,822 FAV)*. The number of students is lower than budgeted.

	<b>FY09-10 ACTUAL</b>	<b>FY10-11 ACTUAL</b>	<b>FY11-12 ACTUAL</b>	<b>FY12-13 ACTUAL</b>	<b>FY13-14 BUDGET</b>	<b>FY13-14 ACTUAL</b>
Sound	9	7	6	8	9	8
Trumbull	2	4	3	2	4	2
Nonnewaug	5	5	3	2	4	2
ACES Wintergreen Magnet	0	0	0	2	1	1
Totals	16	16	12	14	18	13

Public (ACES) and private out-of-district placements has a projected favorable variance of *\$62,901 UNF (previously \$31,527 UNF)*. At this time, there are fewer students than budgeted.

	<b>FY09-10 ACTUAL</b>	<b>FY10-11 ACTUAL</b>	<b>FY11-12 ACTUAL</b>	<b>FY12-13 ACTUAL</b>	<b>FY13-14 BUDGET</b>	<b>FY13-14 ACTUAL</b>
Public SPED	7	6	6	8	8	6
Private SPED	20.5	21	24	21	22	23
Totals	27.5	27	30	29	30	29

Note: 0.5 is a part-time student.

The District has 26 students attending ECA. There is a favorable variance of **\$3,762 FAV**.

**LINE 28 on Page 4: 5910-REDEMPTION OF PRINCIPAL:**

The unspent balances in the Reserve Fund for Capital and Nonrecurring Expenditures for the high school generator, high school roof restoration, high school air handler and natural gas conversion of \$64,727.25 were re-designated for payment of debt service in 2013-2014. Due to a yearend audit adjustment, the amount available is \$61,961.77. Therefore, there is an unfavorable variance of **\$2,765.48 UNF**.

**LINE 30 on Page 4: 5410-UTILITIES, EXCLUDING HEAT:**

Electricity usage is budgeted at 3,805,373 kilowatt hours at an average price of \$0.1634 per kilowatt hour. Last fiscal year, energy savings were less than budgeted for the middle schools and distribution rates were higher than expected. At this early stage, we are assuming usage of 3,866,572 kilowatt hours at an average price of \$0.1634 per kilowatt hour. The Facilities Director is projecting an unfavorable variance of **\$20,000 UNF**. *Our supplier of electricity, Constellation Energy, billed the District \$1,656 UNF for the Winter Reliability Charge for December 2013, January 2014 and February 2014. In December 2013, Independent System Operator - New England (ISO-NE) allowed suppliers to add on this seasonal charge. This had not been budgeted.*

Load shed credits of **\$11,392 FAV** were received. We did not budget for these credits. Sewer billings are based on last year's water usage. The Facilities Director projects an unfavorable variance of **\$264 UNF**.

The Facilities Director projects propane will have a yearend favorable variance of **\$450 FAV (previously \$154 FAV)**. *The propane budget assumes 1,750 gallons at \$3.00 per gallon. The forecast assumes 1,655 gallons at \$2.90 per gallon.*

The water budget is projected to exceed budget by **\$3,000 UNF**. This is due to the increase in charges for fire lines.

**LINE 31 on Page 4: 5420-REPAIRS, MAINTENANCE & CLEANING:**

A budget transfer of **\$7,680 UNF** was made to cover the costs of the air quality testing done at Orange Middle School. Due to the high humidity, we found some mold in the building. For health and safety reasons, the Interim Superintendent of Schools hired Fuss & O'Neill to perform air quality testing.

Snow removal and sanding expenditures through *March 31, 2014* were **\$75,500**. The budget is **\$47,000**. *The forecast assumes no additional costs for snow removal and sanding. The projected variance is \$28,500 UNF over budget (previously \$36,425 UNF over budget).* The forecast includes budget transfers to pay for bills incurred to-date over and above the budget.

**LINE 32 on Page 4: 5611-INSTRUCTIONAL SUPPLIES:**

A budget transfer of **\$8,857 FAV** was made to Other Supplies to offset the purchase of Scantron student licensing for software and on-site training.

*The forecast includes \$6,000 UNF to pay for new version of Woodcock Johnson test materials for special education evaluations. A budget transfer request has been made to fund this expenditure.*

**LINE 33 on Page 4: 5613-MAINTENANCE/CUSTODIAL SERVICES:**

A budget transfer of **\$3,087 UNF** was made for the purchase of dehumidifiers for Orange Middle School, as part of our effort to eliminate the growth of mold in certain areas.

**LINE 35 on Page 4: 5621-NATURAL GAS:**

Last fiscal year, total expenditures were \$92,464. Projected usage for this fiscal year is *13,284 MBTU at \$6.85 per MBTU (previous 9,100 MBTU at \$11.00 per MBTU)* compared to a budget of 11,365 MBTU at \$11.00 per MBTU, or a favorable variance of *\$34,000 FAV (previously \$24,900 FAV)*.

*Degree days though February, 2014, total 3,391 compared to last year's total through February, 2013, of 2,823. This represents a 20 percent colder winter than the prior year's winter.*

**LINE 39 on Page 4: 5690-OTHER SUPPLIES:**

Last fiscal year, we negotiated a two-year contract with Xerox to supply toner, maintenance kits and fusers, as well as service, for the District's printers at a substantial savings. For example, the price per copy of black and white printed pages will be lowered from \$0.08 (which we now pay Hewlett-Packard Company) to \$0.02, or a 75 percent reduction in cost. The estimated annual savings is **\$15,000 FAV**.

A budget transfer of **\$8,857 UNF** was made to purchase Scantron student licensing for software and on-site training. The system will allow teachers to develop multiple choice, selected-response, and open-ended assessments in a format that, once assessed, will upload data and results for teachers and administrators.

**LINE 42 on Page 4: 5731-EQUIPMENT-REPLACEMENT:**

Last year, the Board authorized the purchase of technology equipment to replace Megabit network switches to Gigabit switches for \$21,850, which is included in this fiscal year's budget. The purpose of this was to free up these funds for a long-range planning study. Instead a portion of these funds will be used to pay for the labor costs related to the upgrade of the District's technology infrastructure. The State has informed us that the infrastructure grant will not pay for labor costs, only equipment. The remaining grant funds will be used to purchase ChromeBooks needed for new on-line testing format.

A budget request of **\$12,899 UNF** has been made to cover the cost of purchasing a stainless steel tank for the Orange Middle School. The hot water boiler that provides all of the domestic hot water to Orange Middle School developed a small leak during the week of October 22, 2013. Leaks always get worst over time. If the tank completely fails, we would not be supplying domestic hot water to the building. This is a sanitation issue for the kitchen and other building occupants as they would not have hot water to wash dishes, pans, or hands. Kitchens are required to provide 180 degree rinse in the dish washer machines and that could not be achieved with the lack of domestic hot water supplied to the booster heater in the kitchen. The water heater has been ordered, as the Interim Superintendent and Board Chair agreed it was a health and safety matter.

Our current server situation is comprised of thirteen servers ranging in age from eight to ten years old, with another three servers approximately three years old. The industry standard for server lifespan is approximately five to six years. The Board approved a server upgrade and consolidation. A budget transfer of **\$7,648 UNF** was made from the Contingency Account to pay the first payment of a five-year lease/purchase agreement with a \$1 buyout in April 2014.

**LINE 45 on Page 4: 5720-IMPROVEMENTS TO SITES:**

Due to the successful over seeding, fertilizing, and aerating of Stadium Field and the really wet spring, the field is in great shape and the re-sodding will not be necessary. The budget of **\$15,000 FAV** for the re-sodding will not be used. These funds have been transferred to pay for air quality testing and dehumidifiers for Orange Middle School and snow removal and sanding (**\$15,000 UNF**).

The forecast includes a budget transfer of **\$4,990 UNF** to purchase an additional 40 feet of netting for the softball field at Amity High School. This is to protect people and property from foul balls.

**LINE 47 and LINE 48 on Page 4: 5850-CONTINGENCY:**

The forecast assumes the entire Contingency Account of \$150,000 will be spent by fiscal year end. *The remaining balance is \$98,922.*

October:       **\$12,000** – Hire vanZelm Engineers to provide engineering services to evaluate the HVAC systems at Orange Middle School. The study will look into the causes for the humidity issues experienced at this particular site and propose modifications to the operation of the HVAC systems to mitigate the problem.

December:     **\$12,899** - Replace the Orange Middle School hot water heater immediately for health and safety reasons.

February:      **\$7,648** – Purchase new servers.

March:         **\$11,456** – Snow removal and sanding.

*April:           \$7,075 – Snow removal and sanding.*

Amity Regional School District No. 5 - Budget Transfers 2013-2014

<u>MONTH/YR</u>	<u>JNL#</u>	<u>ACCOUNT NUMBER &amp; DESCRIPTION</u>		<u>AMOUNT</u>	<u>DESCRIPTION</u>
July 2013	53	01111009	5611	INSTRUCTIONAL SUPPLIES	\$ -50.00 MATHCOUNTS REGISTRATION
July 2013	53	01111009	5810	DUES & FEES	\$ 50.00 MATHCOUNTS REGISTRATION
July 2013	54	03111001	5730	EQUIPMENT - NEW	\$ 2,645.00 Digital lab tables/chairs
July 2013	54	03132400	5550	COMMUNICATIONS: TEL,POST,ETC.	\$ -2,645.00 Digital lab tables/chairs
July 2013	55	03132120	5611	INSTRUCTIONAL SUPPLIES	\$ -2,994.00 Counselors working summer reg
July 2013	55	03132120	5111	CERTIFIED SALARIES	\$ 2,994.00 Counselors working summer reg
July 2013	69	01111005	5690	OTHER SUPPLIES	\$ 1,320.00 Book Truck
July 2013	69	01111005	5690	OTHER SUPPLIES	\$ 272.00 Book Truck shipping
July 2013	69	05142510	5690	OTHER SUPPLIES	\$ -1,320.00 Book Truck
July 2013	69	05142510	5690	OTHER SUPPLIES	\$ -272.00 Book Truck shipping
July 2013	126	02132220	5330	OTHER PROFESSIONAL & TECH SRVC	\$ -900.00 Purchase additional books
July 2013	126	02132220	5642	LIBRARY BOOKS & PERIODICALS	\$ 900.00 Purchase additional books
July 2013	134	02132220	5642	LIBRARY BOOKS & PERIODICALS	\$ 600.00 Character Education books
July 2013	134	02132120	5330	OTHER PROFESSIONAL & TECH SRVC	\$ -600.00 Character Education books
August 2013	123	01111008	5611	INSTRUCTIONAL SUPPLIES	\$ -2,098.00 FOR 3D PRINTER
August 2013	123	01142219	5730	EQUIPMENT - NEW	\$ 2,098.00 FOR 3D PRINTER
September 2013	15	02111008	5611	INSTRUCTIONAL SUPPLIES	\$ -2,820.00 3D PRINTER
September 2013	15	02111008	5730	EQUIPMENT - NEW	\$ 2,820.00 3D PRINTER
September 2013	44	02132120	5330	OTHER PROFESSIONAL & TECH SRVC	\$ -600.00 TO PURCHASE BOOKS
September 2013	44	02132220	5642	LIBRARY BOOKS & PERIODICALS	\$ 600.00 TO PURCHASE BOOKS
September 2013	46	02132220	5642	LIBRARY BOOKS & PERIODICALS	\$ 900.00 PURCHASE AUTHOR BOOKS
September 2013	46	02132220	5330	OTHER PROFESSIONAL & TECH SRVC	\$ -900.00 PURCHASE AUTHOR BOOKS
September 2013	57	03142219	5611	INSTRUCTIONAL SUPPLIES	\$ -1,144.00 5 laptops BOE SEPT
September 2013	57	03132120	5590	OTHER PURCHASED SERVICES	\$ -1,000.00 5 laptops BOE SEPT
September 2013	57	03132400	5550	COMMUNICATIONS: TEL,POST,ETC.	\$ -328.00 5 laptops BOE SEPT
September 2013	84	03142600	5715	IMPROVEMENTS TO BUILDINGS	\$ -2,682.00 Adobe site license
September 2013	84	05142350	5690	OTHER SUPPLIES	\$ 2,682.00 Adobe site license
September 2013	110	05142350	5730	EQUIPMENT - NEW	\$ 2,152.00 purchase scantron scanner
September 2013	110	03111009	5611	INSTRUCTIONAL SUPPLIES	\$ -2,152.00 purchase scantron scanner
September 2013	111	03111015	5611	INSTRUCTIONAL SUPPLIES	\$ -1,092.00 STEM supplies for Orange
September 2013	111	03111015	5611	INSTRUCTIONAL SUPPLIES	\$ -1,092.00 STEM supplies for Bethany
September 2013	111	03111015	5810	DUES & FEES	\$ -150.00 STEM for Bethany
September 2013	111	03111015	5810	DUES & FEES	\$ -150.00 STEM for Orange
September 2013	111	02111015	5611	INSTRUCTIONAL SUPPLIES	\$ 1,092.00 STEM supplies
September 2013	111	02111015	5810	DUES & FEES	\$ 150.00 STEM supplies
September 2013	111	01111015	5611	INSTRUCTIONAL SUPPLIES	\$ 1,092.00 STEM supplies
September 2013	111	01111015	5810	DUES & FEES	\$ 150.00 STEM supplies
September 2013	146	03132220	5611	INSTRUCTIONAL SUPPLIES	\$ -1,500.00 to purchase database
September 2013	146	03132220	5690	OTHER SUPPLIES	\$ 1,500.00 to purchase database
September 2013	163	02132220	5330	OTHER PROFESSIONAL & TECH SRVC	\$ 900.00 Reverse Dup #46
September 2013	163	02132220	5642	LIBRARY BOOKS & PERIODICALS	\$ -900.00 Reverse Dup #46
October 2013	87	02132120	5590	OTHER PURCHASED SERVICES	\$ 255.00 TO PURCHASE AWARD CERTIFICATES
October 2013	87	02132120	5690	OTHER SUPPLIES	\$ -255.00 TO PURCHASE AWARD CERTIFICATES
October 2013	118	03111010	5730	EQUIPMENT - NEW	\$ 500.00 New Drum Set for Strings Progr
October 2013	118	03142219	5611	INSTRUCTIONAL SUPPLIES	\$ -500.00 New Drum Set for Strings Progr
October 2013	173	05132212	5611	INSTRUCTIONAL SUPPLIES	\$ -2,440.00 MOODLE ON LINE ASSESSING
October 2013	173	05142350	5690	OTHER SUPPLIES	\$ 2,440.00 MOODLE ON LINE ASSESSING
October 2013	174	03111006	5611	INSTRUCTIONAL SUPPLIES	\$ -140.00 reimbursement/conference fee
October 2013	174	03111006	5810	DUES & FEES	\$ 140.00 reimbursement/conference fee
November 2013	44	03111001	5611	INSTRUCTIONAL SUPPLIES	\$ -1,150.00 tranfer funds - replace print
November 2013	44	03111001	5731	EQUIPMENT - REPLACEMENT	\$ 1,150.00 tranfer funds - replace print
December 2013	23	03132120	5590	OTHER PURCHASED SERVICES	\$ 70.00 ACT
December 2013	23	03132120	5611	INSTRUCTIONAL SUPPLIES	\$ -70.00 ACT
December 2013	74	05142350	5731	EQUIPMENT - REPLACEMENT	\$ 500.00 MODEM REPLACEMENT

<u>MONTH/YR</u>	<u>JNL#</u>	<u>ACCOUNT NUMBER &amp; DESCRIPTION</u>		<u>AMOUNT</u>	<u>DESCRIPTION</u>
December 2013	74	03142600	5613	MAINTENANCE/CUSTODIAL SUPPLIES	\$ -500.00 MODEM REPLACEMENT
December 2013	118	03132400	5330	OTHER PROFESSIONAL & TECH SRVC	\$ -350.00 Auditorium sound system
December 2013	118	05142350	5730	EQUIPMENT - NEW	\$ 350.00 Auditorium sound system
January 2014	14	04132190	5611	INSTRUCTIONAL SUPPLIES	\$ 280.00 UNIFIED THEATRE MATERIALS
January 2014	14	04132190	5730	EQUIPMENT - NEW	\$ -280.00 UNIFIED THEATRE MATERIALS
January 2014	74	03142219	5611	INSTRUCTIONAL SUPPLIES	\$ -500.00 buses for music recruitment
January 2014	74	03142700	5510	PUPIL TRANSPORTATION	\$ 500.00 buses for music recruitment
January 2014	74	03142700	5510	PUPIL TRANSPORTATION	\$ 500.00 buses for music recruitment
January 2014	74	03132400	5590	OTHER PURCHASED SERVICES	\$ -500.00 buses for music recruitment
January 2014	93	02132130	5810	DUES & FEES	\$ -100.00 PURCHASE MEDICA SUPPLIES
January 2014	93	02132130	5690	OTHER SUPPLIES	\$ 100.00 PURCHASE MEDICA SUPPLIES
January 2014	107	05142350	5580	STAFF TRAVEL	\$ -2,000.00 transfer powerschool conferenc
January 2014	107	05142350	5581	TRAVEL - CONFERENCES	\$ 2,000.00 transfer powerschool conferenc
January 2014	112	01132220	5611	INSTRUCTIONAL SUPPLIES	\$ 835.00 Book Carts & supplies needed
January 2014	112	01132220	5642	LIBRARY BOOKS & PERIODICALS	\$ -835.00 Book Carts & supplies needed
January 2014	129	03132220	5690	OTHER SUPPLIES	\$ 2,500.00 Video switch for broadcasting
January 2014	129	03132220	5731	EQUIPMENT - REPLACEMENT	\$ -2,500.00 Video switch for broadcasting
January 2014	160	03132400	5590	OTHER PURCHASED SERVICES	\$ -399.00 iPad 2 Ali Grasson
January 2014	160	05142350	5730	EQUIPMENT - NEW	\$ 399.00 iPad 2 Ali Grasson
January 2014	161	03142219	5611	INSTRUCTIONAL SUPPLIES	\$ -466.00 Powerschool University
January 2014	161	01132400	5581	TRAVEL - CONFERENCES	\$ 466.00 Powerschool University
February 2014	3	01132400	5581	TRAVEL - CONFERENCES	\$ 233.00 CONFERENCE - THAYER
February 2014	3	02132400	5581	TRAVEL - CONFERENCES	\$ -233.00 CONFERENCE - THAYER
February 2014	4	02132130	5690	OTHER SUPPLIES	\$ 260.00 MEDICAL SUPPLIES
February 2014	4	02142219	5611	INSTRUCTIONAL SUPPLIES	\$ -260.00 MEDICAL SUPPLIES
February 2014	21	02132400	5581	TRAVEL - CONFERENCES	\$ -550.00 CONFERENCE FOR THAYER
February 2014	21	01132400	5581	TRAVEL - CONFERENCES	\$ 550.00 CONFERENCE FOR THAYER
February 2014	76	01111001	5611	INSTRUCTIONAL SUPPLIES	\$ -45.00 CONFERENCE LATE FEE
February 2014	76	01111001	5810	DUES & FEES	\$ 45.00 CONFERENCE LATE FEE
February 2014	77	01111009	5611	INSTRUCTIONAL SUPPLIES	\$ -62.00 CONFERENCE FEE
February 2014	77	01111009	5810	DUES & FEES	\$ 62.00 CONFERENCE FEE
February 2014	79	01111001	5611	INSTRUCTIONAL SUPPLIES	\$ -45.00 CONFERENCE FEE
February 2014	79	01111001	5810	DUES & FEES	\$ 45.00 CONFERENCE FEE
February 2014	85	02142219	5611	INSTRUCTIONAL SUPPLIES	\$ -10.00 SHIPPING CHARGES
February 2014	85	02111007	5611	INSTRUCTIONAL SUPPLIES	\$ 10.00 SHIPPING CHARGES
February 2014	86	02142219	5611	INSTRUCTIONAL SUPPLIES	\$ -45.00 CONFERENCE REG. FEE
February 2014	86	02111001	5810	DUES & FEES	\$ 45.00 CONFERENCE REG. FEE
February 2014	110	01132130	5690	OTHER SUPPLIES	\$ -29.00 CONFERENCE FEE
February 2014	110	01132130	5810	DUES & FEES	\$ 29.00 CONFERENCE FEE
March 2014	68	01132400	5581	TRAVEL - CONFERENCES	\$ 200.00 CAS CONFERENCE
March 2014	68	01132400	5810	DUES & FEES	\$ -200.00 CAS CONFERENCE
March 2014	87	03111005	5641	TEXTBOOKS	\$ 500.00 for replacement texts
March 2014	87	03111005	5730	EQUIPMENT - NEW	\$ -500.00 for replacement texts
March 2014	121	02142700	5510	PUPIL TRANSPORTATION	\$ 50.00 FIELD TRIP - (CHARAC.ED)
March 2014	121	02132120	5330	OTHER PROFESSIONAL & TECH SRVC	\$ -50.00 FIELD TRIP - (CHARAC.ED)
March 2014	122	02132220	5642	LIBRARY BOOKS & PERIODICALS	\$ -600.00 BUSES FOR FIELD TRIP
March 2014	122	02142700	5510	PUPIL TRANSPORTATION	\$ 600.00 BUSES FOR FIELD TRIP
March 2014	180	03142600	5621	NATURAL GAS	\$ -1,656.00 winter reliability Cons ener
March 2014	180	03142600	5410	UTILITIES, EXCLUDING HEAT	\$ 1,656.00 winter reliability Cons ener
March 2014	213	01132400	5590	OTHER PURCHASED SERVICES	\$ 187.00
March 2014	213	01132400	5550	COMMUNICATIONS: TEL,POST,ETC.	\$ -187.00
March 2014	216	04132190	5730	EQUIPMENT - NEW	\$ -1,520.00 LASERJET PRINTERS
March 2014	216	05142350	5730	EQUIPMENT - NEW	\$ 1,520.00 LASERJET PRINTERS
March 2014	218	05132212	5690	OTHER SUPPLIES	\$ 138.00
March 2014	218	05132212	5550	COMMUNICATIONS: TEL,POST,ETC.	\$ -138.00
March 2014	233	05132212	5581	TRAVEL - CONFERENCES	\$ -2,858.00 POSTAGE - AMITY IN ACTION

<u>MONTH/YR</u>	<u>JNL#</u>	<u>ACCOUNT NUMBER &amp; DESCRIPTION</u>		<u>AMOUNT</u>	<u>DESCRIPTION</u>
March 2014	233	05142320	5550	COMMUNICATIONS: TEL,POST,ETC.	\$ 2,858.00 POSTAGE - AMITY IN ACTION
March 2014	237	05132213	5810	DUES & FEES	\$ -27.00 HARVARD EDUCATION LETTER
March 2014	237	05132212	5690	OTHER SUPPLIES	\$ 150.00 HARVARD EDUCATION LETTER
March 2014	237	05132212	5810	DUES & FEES	\$ -123.00 HARVARD EDUCATION LETTER
March 2014	238	05132213	5322	INSTRUCTIONAL PROG IMPROVEMENT	\$ -250.00 YEARS OF SERVICE AND AWARD EXC
March 2014	238	05132212	5690	OTHER SUPPLIES	\$ 665.00 YEARS OF SERVICE AND AWARD EXC
March 2014	238	05132212	5611	INSTRUCTIONAL SUPPLIES	\$ -415.00 YEARS OF SERVICE AND AWARD EXC
March 2014	240	01111016	5611	INSTRUCTIONAL SUPPLIES	\$ -55.00 UNDERSTANDING COMMON CORE
March 2014	240	01111016	5641	TEXTBOOKS	\$ 55.00 UNDERSTANDING COMMON CORE
March 2014	240	01111016	5641	TEXTBOOKS	\$ 25.00 UNDERSTANDING COMMON CORE
March 2014	240	01111016	5690	OTHER SUPPLIES	\$ -25.00 UNDERSTANDING COMMON CORE
March 2014	249	03111014	5641	TEXTBOOKS	\$ 214.00 new textbooks
March 2014	249	03132400	5590	OTHER PURCHASED SERVICES	\$ -214.00 new textbooks
March 2014	250	03132400	5590	OTHER PURCHASED SERVICES	\$ -2,500.00 powerschool travel expenses
March 2014	250	03132400	5580	STAFF TRAVEL	\$ 2,500.00 powerschool travel expenses
March 2014	255	01111010	5611	INSTRUCTIONAL SUPPLIES	\$ 400.00 CHORUS FOLDERS
March 2014	255	01111010	5690	OTHER SUPPLIES	\$ -400.00 CHORUS FOLDERS
March 2014	257	02132120	5581	TRAVEL - CONFERENCES	\$ -200.00 CHARACTER EDUCATION
March 2014	257	02132120	5611	INSTRUCTIONAL SUPPLIES	\$ 200.00 CHARACTER EDUCATION
March 2014	259	02142600	5420	REPAIRS,MAINTENANCE & CLEANING	\$ 2,500.00 life safety repairs /inspectio
March 2014	259	03142600	5420	REPAIRS,MAINTENANCE & CLEANING	\$ -2,500.00 life safety repairs /inspectio
March 2014	273	05132212	5580	STAFF TRAVEL	\$ 210.00
March 2014	273	05132212	5581	TRAVEL - CONFERENCES	\$ -210.00
March 2014	275	04121200	5690	OTHER SUPPLIES	\$ -37.00 A SCHOOL SUPPLIES
March 2014	275	04121201	5611	INSTRUCTIONAL SUPPLIES	\$ 37.00 A SCHOOL SUPPLIES
March 2014	276	04132190	5642	LIBRARY BOOKS & PERIODICALS	\$ -48.00 CAS ADMINISTRATIVE ASST CONF
March 2014	276	04132190	5581	TRAVEL - CONFERENCES	\$ 80.00 CAS ADMINISTRATIVE ASST CONF
March 2014	276	04132190	5590	OTHER PURCHASED SERVICES	\$ -32.00 CAS ADMINISTRATIVE ASST CONF
March 2014	277	04132140	5611	INSTRUCTIONAL SUPPLIES	\$ -5.16 CORRECT ACCOUNT BALANCE
March 2014	277	04132140	5690	OTHER SUPPLIES	\$ 5.16 CORRECT ACCOUNT BALANCE
March 2014	278	03111011	5611	INSTRUCTIONAL SUPPLIES	\$ 150.00 DRUG PRESENTATION SUPPLIES
March 2014	278	03111011	5810	DUES & FEES	\$ -150.00 DRUG PRESENTATION SUPPLIES
March 2014	281	03142600	5420	REPAIRS,MAINTENANCE & CLEANING	\$ -2,500.00 life safety repairs
March 2014	281	01142600	5420	REPAIRS,MAINTENANCE & CLEANING	\$ 2,500.00 life safety repairs
April 2014	20	03111008	5420	REPAIRS,MAINTENANCE & CLEANING	\$ -1,100.00 Auto shop supplies
April 2014	20	03111008	5611	INSTRUCTIONAL SUPPLIES	\$ 1,100.00 Auto shop supplies
April 2014	21	02132220	5690	OTHER SUPPLIES	\$ 220.00 PURCHASE CARTS
April 2014	21	02132220	5810	DUES & FEES	\$ -220.00 PURCHASE CARTS
April 2014	23	03111010	5730	EQUIPMENT - NEW	\$ 2,230.00 Synthesizer for music classes
April 2014	23	03111010	5330	OTHER PROFESSIONAL & TECH SRVC	\$ -2,230.00 Synthesizer for music classes



**AMITY REGIONAL SCHOOL DISTRICT NO. 5**

**Bethany Orange Woodbridge  
25 Newton Road, Woodbridge Connecticut 06525**



**Jack B. Levine**  
**Director of Finance and Administration**  
**jack.levine@reg5.k12.ct.us**

**Phone (203) 397-4813**  
**Fax (203) 397-4864**

To: Charles S. Dumais, Superintendent of Schools  
From: Jack B. Levine, Director of Finance and Administration  
Re: Budget Transfers of \$3,000 or More for Fiscal Year 2013-2014  
Date: March 30, 2014

I recommend the Amity Finance Committee and Board of Education approve the following budget transfer(s) of over \$3,000:

**Special Education:**

Budget transfers are needed to pay special education expenditures.

***#1 – Move to make the following budget transfer to pay special education expenses:***

ACCOUNT NUMBER	ACCOUNT NAME	FROM	TO
04-12-6111-5560	Tuition Expense	\$15,000	
04-12-6130-5560	Tuition Expense		\$15,000

***#2 – Move to make the following budget transfer to pay for new version of Woodcock Johnson test materials for special education evaluations:***

ACCOUNT NUMBER	ACCOUNT NAME	FROM	TO
04-12-6111-5560	Tuition Expense	\$6,000	
04-13-2190-5611	Instructional Supplies		\$6,000

***The forecast includes \$6,000 UNF to pay for new version of Woodcock Johnson test materials for special education evaluations. A budget transfer request has been made to fund this expenditure.***

# **AMITY REGIONAL SCHOOL DISTRICT NO. 5**

**Bethany Orange Woodbridge**  
**25 Newton Road, Woodbridge Connecticut 06525**



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**Jack B. Levine**  
**Director of Finance and Administration**  
**jack.levine@reg5.k12.ct.us**

**Phone (203) 397-4813**  
**Fax (203) 397-4864**

To: Charles S. Dumais, Superintendent of Schools

From: Jack B. Levine, Director of Finance and Administration

Re: New Funding Requests for Fiscal Year

Date: April 1, 2014

I would like to recommend the Amity Finance Committee and Amity Board of Education approve the following budget transfer request(s):

**Snow Removing and Sanding:**

Snow removal and sanding expenditures through March 31, 2014, were \$75,500. The budget is \$47,000. To-date, the Board has approved budget transfers totaling \$21,425 (i.e., \$11,456 from the Contingency Account and \$9,969 from other accounts). We are requesting a budget transfer to pay additional snow removing and sanding invoices.

***#1 – Move to make the following budget transfer to pay for snow removal and sanding:***

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT NAME</b>	<b>FROM</b>	<b>TO</b>
05-15-0000-5850	Contingency Account	\$7,075	
03-14-2600-5420	Repairs, Maintenance & Cleaning		\$7,075

**CONTINGENCY ACCOUNT RECAP**

Budget		\$150,000
October:	Orange Middle School HVAC Evaluation	\$ 12,000
December:	Orange Middle School Hot Water Heater	\$ 12,899
February:	New Servers	\$ 7,648
March:	Snow Removal and Sanding	<u>\$ 11,456</u>
Subtotal		\$105,997
<i>April:</i>	<i>Snow Removal and Sanding</i>	<u><i>\$ 7,075</i></u>
<i>Balance</i>		<i>\$ 98,922</i>

Attached are the minutes from the following Board of Education  
Sub-Committee meetings:

Finance Committee	3/10/14
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Facilities Committee	3/18/14
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Finance Committee	4/7/14
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## MINUTES

**COMMITTEE MEMBERS PRESENT:** Matthew Giglietti, John Grabowski, John Grasso, Jr., Joseph Nuzzo, James Stirling

**COMMITTEE MEMBERS ABSENT:** James Horwitz

**Also Present:** Sue Cohen, Charles Dumais, Thomas Hurley, James Leahy, Jack Levine, Marianne Lippard, Terry Lumas, Marie McPadden

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A meeting of the Finance Committee of the Amity Regional Board of Education was held on Monday, March 10, 2014, at 5:00 p.m. in the Presentation Room at the Amity District Offices.

1. **Call to Order:** James Stirling called the meeting to order at 5:00 p.m.

2. **Discussion and Possible Action on Minutes**

Finance Committee Meeting – February 11, 2014

*Motion to approve the minutes as presented* (Mr. Giglietti, 2d Mr. Nuzzo).

*Vote in favor:* Matthew Giglietti, John Grabowski, John Grasso, Jr., Joseph Nuzzo, James Stirling

*Vote opposed:* none

*Abstain:* John Grasso, Jr.

***Motion passed.***

3. **Public Comment**

Mr. Leahy noted that he found the memo regarding the self-insurance account hard to follow. He questioned what is driving the expenses in this area. There appears to be a problem. He was unable to track the numbers on the spreadsheet attached to the memo and would like a clear mapping. He stated that Scenario #4 on the Self-Insurance Reserve Fund Balance spreadsheet should not be included. He doesn't know where this comes from and how it hits the maximum. We should show what happens if you only have \$100,000. It doesn't make sense now to transfer over \$1 million.

4. **Discussion and Possible Action on Superintendent's Proposed 2014-2015 Budget**

Mr. Dumais noted that the administration is asking that two items to be added to the budget. The net impact is an increase of \$303,686 from the previously proposed budget. The expenses involve the technology server upgrade and consolidation, as well as special education costs.

Items not in the budget request are funding for the OPEB Trust and for the insurance reserve fund.

Mr. Stirling asked Mr. Levine to explain the insurance budget.

Mr. Levine noted that the claims have been higher than the budget. The Board of Education has been notified of the potential for shortfall. A memo responds to questions raised by Board members at the last meeting.

Mr. Stirling questioned how the budget for insurance is developed.

Mr. Levine said that Anthem provides claim estimates based on the last 12 months. The District is trying to build a reserve. Different options have been presented for consideration as the budget needs to be set two weeks before the public hearing. The implicit rate subsidy has always been planned to pay claims. Mr. Levine noted that no OPEB Trust money has been moved as yet. He is concerned about potential claims and wants to transfer money so that the funding will be in place, if needed.

Mr. Stirling questioned what is driving costs and whether it is Obama Care or the new insurance plan design.

Mr. Levine said that he has discussed this with the consultants and Terry Lumas. Costs related to Obama Care aren't the major cost. There have been a number of factors impacting the insurance. Attorney fees are up significantly. In some categories, claims are up significantly. Despite this, the population as a group is doing quite well.

Mr. Stirling agreed that the reserve fund is dangerously low and we can't allow this line item to run out. Mr. Stirling questioned how much the cost of health benefits went up. We might want to add \$300,000 more to this line item in the budget.

Mr. Hurley said the cost went up \$150,000.

Mr. Levine said that contributions from employees and retirees are increasing.

Mr. Stirling noted that it would be hard for a voter to know if the budget makes sense. We are underfunded in the reserve fund. We need to rebuild the fund.

Mr. Leahy said that since the last meeting, the District is favorable. The Committee is trying to make sense of something that isn't clear and this is dangerous.

Mr. Levine said that a spreadsheet has been distributed representing four scenarios. Mr. Levine went over the report entitled "Self Insurance Reserve Fund Balance." He noted that the District was under budget in the month of February.

Mr. Stirling noted that if things turn around, the District could end up with \$46,000 in the bank.

Mr. Giglietti said that we can clean out the Contingency Fund. The worst case scenario represented on the spreadsheet isn't likely to happen unless we are the most unlucky group.

The group asked Mr. Levine for some clarification of the numbers on the spreadsheet.

Mr. Stirling said that he is comfortable with the Superintendent's Budget overall. We have to decide whether to add \$300,000 based on the information we have tonight, however, there isn't much desire to add to the budget.

Mr. Giglietti said that there are a lot of concerns in the towns about the potential increase.

*Move to recommend to the Amity Board of Education that the 2014-2015 Budget be approved with total expenditures of \$46,160,055 and member town allocations totaling \$44,696,126 (Mr. Giglietti, 2d Mr. Nuzzo).*

*Discussion:*

Mr. Giglietti noted that we might have to deal with the self-insurance as a separate line item in the future. We are trying to get the budget increase under 3 percent.

Mr. Grasso agreed with Mr. Giglietti. He noted that the self-insurance is still a work in progress and we need to wait and see what happens there.

Mr. Nuzzo said that this is a difficult situation. It would be nice to have 18 percent in reserve.

Mr. Stirling noted that what he is hearing is that the Committee doesn't want to make transfers to the self-insurance fund unless it is absolutely necessary. We might need a special meeting in the future.

*Vote in favor unanimous.*

*Motion passed.*

## **5. Discussion of 2014-2015 Budget Calendar**

Changes to the 2014-2015 Budget Calendar were listed in a memo from Mr. Levine to Mr. Dumais dated February 25, 2014. Mr. Dumais will be scheduling times to present the preliminary 2014-2015 Budget to Bethany, Orange and Woodbridge Boards of Finance at a mutually convenient date and time.

**6. Discussion and Possible Action on Designating Superintendent of Schools as Authorized Signer on ED-099 Agreement for Child Nutrition Program**

A Board Resolution is needed to authorize Mr. Dumais as a signer of the Authorized Signatures Change Form.

*Move to recommend authorizing Charles Dumais, Superintendent of Schools, to sign on behalf of the Amity Regional School District No. 5, as an Authorized Signer of the ED-099 Agreement for Child Nutrition Programs (Mr. Giglietti, 2d Mr. Grabowski).*

*Vote in favor unanimous.*

*Motion passed.*

**7. Discussion and Possible Action on Contracts of \$35,000 or More**

**A. Heating Oil, Diesel Fuel and Gasoline**

The Bethany-Orange-Woodbridge Regional Purchasing Cooperative is bidding heating oil, diesel fuel and gasoline. We use heating oil at two middle schools and we supply the diesel fuel for the Amity Transportation Owner-Operators based on the bus contract.

The bids will be opened on Tuesday, March 18, 2014. The award of the bids must be made within two hours of the bid opening. In the past, the Amity Finance Committee and the Amity Board of Education gave the Superintendent of Schools the authority to award the contract to the vendor(s) selected by the Bethany-Orange-Woodbridge Regional Purchasing Cooperative.

*Move to recommend to the Amity Board of Education that the Superintendent of Schools or Director of Finance and Administration be authorized to award the heating oil, diesel fuel and gasoline contracts for July 1, 2014 through June 30, 2015, to the vendor(s) selected by the Bethany-Orange-Woodbridge Regional Purchasing Cooperative (Mr. Giglietti, 2d Mr. Nuzzo).*

*Vote in favor unanimous.*

*Motion passed.*

**8. Discussion of Monthly Financial Statements**

There were no questions.

**9. Director of Finance and Administration Approved Transfers Under \$3,000**

There were no questions.

**10. Discussion and Possible Action on Budget Transfers of \$3,000 or More**

In a memo from Mr. Levine to Mr. Dumais dated February 25, 2014, Mr. Levine recommends approval of three budget transfers:



OPEB Trust and Self-Insurance Reserve Fund

The 'implicit rate subsidy' has historically been budgeted in the OPEB Trust account. We have learned the 'implicit rate subsidy' should be included in the Medical and Dental Insurance account under a self-insured plan. The 2013-2014 budget was developed under the fully-insured method. We need to transfer \$362,172 into the Medical and Dental Insurance account.

*Move to recommend making the following budget transfer of \$362,172 to the Self-Insurance Reserve Fund (Mr. Giglietti, 2d Mr. Grasso):*

<u>Account Number</u>	<u>Account Name</u>	<u>From</u>	<u>To</u>
05-15-0000-5860	OPEB Trust	\$362,172	
05-15-2512-5255	Medical & Dental Insurance		\$362,172

*Discussion:*

Mr. Levine noted that this was discussed earlier. This transfer will help the District.

*Vote in favor unanimous.*

*Motion passed.*

Special Education:

A budget transfer is needed to pay special education expenditures.

*Move to recommend making the following budget transfer of \$25,000 to pay special education expenses (Mr. Giglietti, 2d Mr. Nuzzo):*

<u>Account Number</u>	<u>Account Name</u>	<u>From</u>	<u>To</u>
04-12-6111-5560	Tuition Expense	\$25,000	
04-12-6130-5560	Tuition Expense		\$25,000

*Vote in favor unanimous.*

*Motion passed.*

Snow Removal and Sanding:

Snow removal and sanding expenditures through February 24, 2014 were \$68,425. The budget is \$47,000. The forecast assumes an additional expenditure of \$15,000, or an unfavorable variance of \$36,425 UNF. We are requesting a budget transfer to pay for bills incurred to-date, which are over the budget.

Due to the successful over seeding, fertilizing, and aerating of Stadium Field and the really wet spring, the field is in great shape and the re-sodding was not necessary (\$15,000 FAV). Also, the pricing for painting the lines on the track was lower than the budget (\$2,500 FAV). Some of these available funds were used to pay for air quality testing and dehumidifiers for Orange Middle School (\$10,767 UNF). In addition, the pricing for the replacement of Siemens MBC

panels was under budget (\$3,236 FAV). Mr. Levine recommends the remaining savings be used to pay for snow removal and sanding expenditures.

*Move to recommend making the following budget transfer of \$9,969 to pay for snow removal and sanding (Mr. Nuzzo, 2d Mr. Grabowski):*

<u>Account Number</u>	<u>Account Name</u>	<u>From</u>	<u>To</u>
05-14-2600-5720	Improvement to Sites	\$6,733	
03-14-2600-5731	Equipment – Replacement	\$3,236	
03-14-2600-5420	Repairs, Maint., Cleaning		\$9,969

*Vote in favor unanimous.*

*Motion passed.*

#### **11. Discussion and Possible Action on New Funding Requests**

In a memo from Mr. Levine to Mr. Dumais dated February 25, 2014, Mr. Levine recommends a transfer of \$11,456 for snow removal and sanding. Snow removal and sanding expenditures through February 24, 2014 were \$68,425. The budget is \$47,000. The forecast assumes an additional expenditure of \$15,000, or an unfavorable variance of \$36,425 UNF. The budget transfer is aimed to help the District pay for bills incurred to-date, which are over the budget.

*Move to recommend making the following budget transfer of \$11,456 to pay for snow removal and sanding (Mr. Giglietti, 2d Mr. Grabowski):*

<u>Account Number</u>	<u>Account Name</u>	<u>From</u>	<u>To</u>
05-15-0000-5850	Contingency Account	\$11,456	
03-14-2600-5420	Repairs, Maint. & Cleaning		\$11,456

*Discussion:* Mr. Levine noted that this transfer is needed in order for him to pay an outstanding bill.

*Vote in favor unanimous.*

*Motion passed.*

#### **12. Discussion of Timeline in Selection of Auditing Firm**

Mr. Stirling noted that we need to read through the proposals and get short presentations by the finalists. We will consider the firms as a full Committee.

#### **13. Adjourn**

*Motion to adjourn the meeting at 6:24 p.m. (Mr. Giglietti, 2d Mr. Grabowski).*

*Vote in favor unanimous.*

*Motion passed; meeting adjourned.*

Respectfully submitted,  
Marianne Lippard, recording clerk

## MINUTES

**COMMITTEE MEMBERS PRESENT:** Patricia Cardozo, Steven DeMaio

**COMMITTEE MEMBERS ABSENT:** Rita Gedansky, John Grasso, Jr., James Stirling

**Also Present:** William Blake, Charles Dumais, Jack Levine, Marianne Lippard, Christopher Wester

A meeting of the Facilities Committee of the Amity Regional Board of Education was held on Tuesday, March 18, 2014 at 5:30 p.m. in the Presentation Room at the District Offices.

1. **Call to Order:** Patricia Cardozo called the meeting to order at 5:38 p.m.
2. **Presentation by Christopher B. Wester, Vice President/Regional Manager of Weston & Sampson**

Christopher Wester, vice president and regional manager for Weston & Sampson of Rocky Hill, Connecticut, distributed copies of his presentation on the Amity Regional District #5 / Woodbridge MicroGrid Program. The program was set up by the General Assembly in response to widespread power outages caused by Tropical Storm Irene and the October Nor'easter in 2011.

Mr. Wester noted that there are a lot of misconceptions about MicroGrids; for example, some people believe that a MicroGrid only operates during an emergency. A MicroGrid is a mini power grid that operates 24-hours-a-day, seven days a week and provides power to end-users. The power is generated on-site, moves to the distribution grid, and travels to the consumers.

The Town of Woodbridge could own the generation equipment, but this isn't planned. The proposal would have a third party involved.

The purpose of the MicroGrid is to support critical facilities, such as the police station, the fire station, the public shelter, schools, and municipal centers. Mr. Wester showed a map of the proposed MicroGrid. Money for the project would come from different places. The distribution would be paid for with grant money, while money for the generation would come from a developer. He noted that developers have access to the money that makes this project viable.

The two major users of the MicroGrid would be the Town of Woodbridge and Region #5. In the case of the High School, it would provide one MW of electrical generation and exhaust heat to chillers, providing a huge benefit. Power to the town center would include 400 kW of electrical generation, distributed 65 kW units and possible heat use.

Mr. Wester noted that this energy is clean burning. There are no catalytic converters and the operation is quiet - 65 dBa @10m (33') - and there is zero vibration. He added that the noise level is between the level of a normal conversation and a busy city. A videotape was shown representing the noise level.

The benefits of the MicroGrid include uninterrupted utilities, places of refuge/shelter and electrical cost stability at little cost to the community. As an added value, the developer could be asked to include a control pad for students to learn about energy.

Ms. Cardozo questioned why this project is being pursued in Woodbridge.

Mr. Wester noted that this project was one of eight such projects awarded in the state. This town represents exactly what the MicroGrid is designed to do, as there are two separate entities cooperating, and a road is crossed.

In order to proceed with the project, a Request for Qualifications would be needed to advertise and solicit developer teams. Interviews would be conducted and a developer would be selected to construct the system. We would need to move forward to accept the grant funding from the state.

Mr. DeMaio asked what the benefits are to Amity.

Mr. Wester said uninterrupted power and savings on power would be the main benefits. The cost is \$9 million for the infrastructure. The cost for Amity would be in the tens of thousands. The electrical costs to the consumer would be equivalent to the current price or less. The main reason for the MicroGrid is to prevent power outages.

Mr. DeMaio said that in theory, this seems like a great idea. He questioned whether there are health safety concerns related to having a generator on school property and whether proximity to the generator could lead to cancer. People generally don't want to live near something like this. He questioned whether this would face community opposition.

Mr. Wester said that currently power is coming in from the main grid. The unit would bring the electricity, rather than a cable. There will be a set of switch gears. This is not a large, high voltage situation being created, nonetheless there could be opposition.

Mr. DeMaio said that he would favor this proposal.

Mr. Dumais questioned whether this would have to be installed above ground.

Mr. Wester said that this can be further examined. It might be capable of being put in-ground. An enclosure might be able to be built.

Mr. Saisa noted that currently the power feeds come in below ground.

**3. Discussion and Possible Action on Microgrid Project**

In order to proceed, an agreement with the state would need to be signed. The state has offered a grant. Mr. Blake said that the next step would be to bring this to legal counsel.

Mr. Levine questioned what would happen if the cost exceeds what has been projected. He asked if Amity and the Town of Woodbridge have to make up the difference.

It was noted that the state could be asked to extend more grant money. Otherwise, the developer could be asked to take on the cost.

**4. Adjourn**

The meeting was adjourned upon mutual agreement at 6:23 p.m.

Respectfully submitted,

Marianne Lippard, recording clerk

MINUTES

**COMMITTEE MEMBERS PRESENT:** Matthew Giglietti, John Grabowski, John Grasso, Jr., Joseph Nuzzo, James Stirling

**COMMITTEE MEMBERS ABSENT:** James Horwitz

**Also Present:** Julie Altman, William Blake, Sue Cohen, Diane Crocco, Steven DeMaio, Rita Gedansky, Jack Levine, Marianne Lippard, Terry Lumas, Marie McPadden, Tracey Lane Russo; other members of the Public

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A meeting of the Finance Committee of the Amity Regional Board of Education was held on Monday, April 7, 2014, at 6:00 p.m. in the Presentation Room at the District Offices.

1. **Call to Order:** James Stirling called the meeting to order at 6:01 p.m.

2. **Pledge of Allegiance** was recited by those present.

3. **Public Comment**

No members of the public addressed the Committee.

4. **Discussion and Possible Action on Amity Board of Education's 2014-2015 Proposed Operating Budget**

Proposed revisions to the budget were addressed in a memo from Charles S. Dumais to members of the Amity Finance Committee and Amity Board of Education dated April 7, 2014. Copies of the proposed revisions were distributed to the Committee. The 2014-2015 Board of Education Approved Budget has a net increase in total expenditures of \$1,681,600, or 3.78 percent, and Member Town Allocations increase of \$1,436,073, or 3.32 percent. Mr. Dumais recommended increasing other revenues by \$375,251 and decreasing expenditures by \$112,193. These recommendations would result in total expenditures increasing by 3.53 percent and Member Town Allocations increasing by 2.19 percent.

Mr. Dumais noted that Page 2 of the memo details budget expenditures. He said that Mr. Levine's expert negotiations resulted in substantial savings. He noted that the administration would like to add in a part-time courier service that was eliminated several years ago. The courier picked up cash deposits and delivered them to the bank, transported interoffice mail, and delivered Board packages. Security guards have been handling this function and the administration feels it is more important to keep the security guards at the middle schools for the entire day.

Savings were achieved in the area of Workers' Compensation, General Liability Insurance, communications, fuel oil, natural gas, and transportation supplies.

*Move to recommend to the Amity Board of Education that it adopt the 2014-2015 Budget with total expenditures of \$46,047,862 and member town allocations totaling \$44,208,682 (Mr. Giglietti, 2d Mr. Grabowski).*

*Discussion:*

Mr. Giglietti thanked Mr. Dumais for his work on this budget, which was particularly challenging since he just started as the new superintendent. He noted that he would have supported the budget as it was, but is pleased with the savings achieved. He added that the education in this District is excellent, which he witnessed last weekend at the theater production put on at the High School. Amity has always had excellent academics and athletics, but great strides have been made in arts and theater.

Mr. Grabowski thanked Mr. Dumais for presenting the budget in Bethany. Bethany residents will be pleased with the added savings.

Mr. Nuzzo noted that he has been given clear direction from the Town of Orange.

Mr. Grasso thanked Mr. Levine for a superb job negotiating.

*Vote in favor:* Matthew Giglietti, John Grabowski, John Grasso, Jr., James Stirling

*Vote opposed:* Joseph Nuzzo

*Abstain:* none

***Motion passed.***

Mr. Dumais and Mr. Dumais gave a brief report on the self-insurance reserve fund. Mr. Levine noted that the changes are day-to-day. Last year, the month of June had a high number of claims. It is hard to predict what will happen. The August meeting will be important. There may be an opportunity for adjustments.

## **5. Adjournment**

*Motion to adjourn the meeting at 6:19 p.m. (Mr. Giglietti, 2d Mr. Nuzzo).*

*Vote in favor unanimous.*

***Motion passed; meeting adjourned.***

Respectfully submitted,  
Marianne Lippard, recording clerk