

EAST LYME BOARD OF FINANCE
REGULAR MEETING
FEBRUARY 14, 2024
EAST LYME TOWN HALL 5:30

RECEIVED FOR RECORD
EAST LYME, CT

2024 FEB 22 P 1:06

Kevin Gervais
TOWN CLERK

Present: Denise Hall, Chairman, Richard Steel, Paul Maxfield, Jay Ginsberg
Absent: John Birmingham, Lauren McNamara
Also Present: Kevin Gervais, Finance Director, Dan Cunningham, First Selectman

I. Call Meeting to Order:

The meeting was called to order at 5:33

II. Pledge of Allegiance-recited

III. Delegations-none

IV. Approval of Minutes

a. Regular Meeting-January 10th, 2024

MOTION: (Maxfield/Ginsberg) to approve the Regular Meeting minutes of January 10, 2024, as presented. Vote: APPROVED unanimously.

V. Reports

a. First Selectman

First Selectman, Dan Cunningham informed the Board that he is confident that tomorrow, (February 15, 2024), he will close on the Hathaway Farms Property, which includes Brainard Road, and Oswegatchie Hills properties. There is a \$400,000 grant assigned to the East Lyme Land Trust that the town needs to be assured that it will be transferred to the town.

The establishment of the Coastal Resiliency Fund will be presented to the BOF with a budget of \$25,000 to start. This is a new line in the budget.

He has pushed off some of the bigger capital requests and he is trying to prioritize repair of what we have. Some of the historical properties have been ignored over the past years and if they are important to the town then the town needs to take care of them.

b. Director of Finance

Kevin Gervais, Finance Director informed the Board that all the budgets have been uploaded to the town's website.

D. Hall described the process and timeline for budget adoption.

K. Gervais gave an update on the following items:

- tax collection rate this year is 96.86% compared to last year at this time of 96.7%.
- status update on the private duty billing as it regards the pension. This has not been fully resolved but he will update next month after talking to the actuary to see what an appropriate percentage would be to charge for the contribution to the pension.
- Finance Dept to do list: budget vs. actual, audit updates.
- Tax sale scheduled for April 23, 10:00 AM. There are 17 properties listed. Recently six additional properties have paid approximately \$80,000 in back taxes. There are still approximately \$250,000 outstanding taxes due by the 17 properties. There is a

list of the 17 properties outside of the tax collector's office if anyone would like more information.

- Munis is still tracking to be on target for July 1, 2024. Implementation of APAR budgeting will be ready, Payroll and Utilities will go live January 2025, the utility billing for water and sewer will be implemented in July 2025.
- RFP for banking will be coming.
- Positive Pay caught a potential fraud on one of the bank accounts and the police were alerted.
- The 2022 audit field workers will be coming back on the 20th and 21st after which they will then start the 2023 audit. The goal is to get the 2024 started within the 3 month allotted window extension. The goal for 2025 audit will be to file on time for the first time since 2013.
- ARPA update: the recipients were reached out to for an accounting of how the funds were spent. Approximately 50% have responded.

K. Gervais explained the private duty billing.

The town charges \$114.23 for the private duty officers; 61% is the duty rate @ \$ 70.22., Fica is 6.7%, \$1.65 for comp, \$8.99 for pension. The pension number is 12.8% of the police wages, (\$70.22). The town charges \$3.00 per hour for fuel and \$25.00 for vehicle use. The \$8.99 for the pension contribution goes into the general fund then the general fund transfers to the pension fund when the actuary figures out what is needed.

K. Gervais said he believes the rates are set by the town as the rates change yearly but he will investigate further. The town bills the contractor for the police duty.

- K. Gervais informed the Board that the town has established a Coastal Resiliency fund starting with \$25, 000.
- He is working with the town attorney to set up a grant fund ordinance to streamline the grant process and keeping track of funds.
- The Finance office has an unpaid intern to research a capital committee who is doing research about what other towns are doing. K. Gervais likes the Town of Madison approach for a capital committee. The intern would present his findings to the Board of Finance.
- S&P would like to establish the OPEB (Other Post Employment Benefits) trust, K. Gervais has put a placeholder amount for the budget.
- R. Steel asked if there are any plans to replenish the open space fund. K. Gervais said there is still approximately \$29,000 in the open space line but there is no additional appropriation in this year's budget.

VI. New Business

a. **Flanders Fire Department transfer in the sum of \$40,000 from contingency to Flanders Fire to fund Engine 22 and Tower 100 repairs.**

K. Gervais said both vehicles are Flanders Fire Dept. vehicles. Engine 22 needed a complete engine overhaul. The Tower 100 truck is still operational, but the riggers as well as other items are in need of repair. Quotes for both apparatuses came to \$37,000.

It appears the same brand motor has issues in both vehicles.

MOTION: (Maxfield/Ginsberg) motion to transfer \$40,000 from contingency to fund fire Engine 2 and Tower 100 repairs. Vote: APPROVED unanimously.

b. Discussion and Possible Action-Comm on Aging-ARPA grant \$58,540 Various Staff and Supplies-Town Meeting Required

Kristen Caramanica, Director of the East Lyme Senior Center, said they had received an ARPA grant from the town for \$42,483 for a social worker.

The money they are requesting now is to continue to pay for a social worker, a check in station, freezer, dishwasher and a commercial washer and dryer.

K. Gervais explained the funding for the social worker position will be funded half by the town which will cover from January 1, 2025, to June 30, 2025. The ARPA funds will cover the other 50% from July 1, 2024, to December 31, 2024.

K. Gervais said the ARPA grant is from the State of Connecticut and is from the Coronavirus State Fiscal Recovery Fund, specifically to be used for senior services.

In the budget for Youth and Family Services is a budget line of \$48,000 for counseling services.

K. Caramanica said that she believes there will be a greater need for a social worker in the future.

D. Cunningham said the need and demand for social services keeps growing. The town is doing the best it can to provide a level of service within its budget constraints.

MOTION: (Steel/Maxfield) move to appropriate the ARPA grant in the amount of \$58,540 to the Commission on Aging for various staff and supplies with a town meeting required. Vote: APPROVED unanimously.

c. Assessor Grand List Report

The Tax Collector prepared a report for the Board. The net taxable grand list is \$2,815,151,915. The real estate grand list increased by 1.04% which was offset by a negative motor vehicle grand list amount. The grand list for the previous year had an increase of .82%.

K. Gervais noted:

- a \$2,000,000 property became exempt due to a purchase of a building by a nonprofit.
- demolition of several multi-million dollar homes in Old Black Point has affected the tax roles as well as new building permits and remodels.
- The motor vehicle list has decreased by approximately 6% due to a post Covid adjustment.
- Personal Property grand list rose by 5.5% compared to 1.5 % last year. Gas stations have been changing out their gas tank, new cars washes, and upgrades to commercial buildings.

J. Ginsberg sked for an analysis of new apartments being built and how much the taxes would be increased. K. Gervais said he would look into it.

d. **Police outside service/pension issue-discussed earlier**

VII. Unfinished Business

a. Annual Finance Calendar

The members agreed to March 19, March 25, April 1, for department budget reviews.

The BOE will be coming on March 25.

VIII. Public Discussion

i. Board Discussion

P. Maxfield asked about the cost of a town meeting for when appropriations needed to be approved. J. Ginsberg thought the cost was approximately \$1,000. K. Gervais said every referendum costs approximately \$10, 000.

The members discussed having the materials for their meetings posted on their BOF web page.

ii. Adjournment

MOTION: (Maxfield/Ginsberg) motion to adjourn at 6:45. Vote: APPROVED unanimously.

**Respectfully submitted,
Sue Spang
Recording Secretary**

From Year: 2022 To 2022

Types: MPRSX

Town of East Lyme
Balance Sheet Summary by Year

Date Range:

7/01/2023

2/14/2024

	<u>Original Balance</u>	<u>Starting Balance</u>	<u>C/C Additions</u>	<u>C/C Reductions</u>	<u>Payments</u>	<u>Refunds</u>	<u>Ending Balance</u>	<u>Interest</u>	<u>Fees</u>	<u>Liens</u>	<u>Coll. %</u>
M 2022	5,330,109.50	5,330,109.50	12,509.68	115,723.12	4,907,515.02	-24,252.78	343,633.82	34,394.39	280.00	0.00	93.55
P 2022	1,924,782.44	1,924,782.44	750.88	1,575.99	1,837,372.12	-166.03	86,751.24	1,785.24	20.00	0.00	95.49
R 2022	62,108,589.53	62,108,589.53	6,837.17	221,249.32	60,293,762.59	-37,884.55	1,638,299.34	56,555.56	380.00	24.00	97.36
S 2022	616,237.78	616,237.78	548.46	9,673.83	480,752.61	-160.13	126,519.93	511.51	0.00	0.00	79.47
X 2022	81,591.60	81,591.60	0.00	0.00	74,998.23	0.00	6,593.37	401.01	0.00	0.00	91.92
2022	70,061,310.85	70,061,310.85	20,646.19	348,222.26	67,594,400.57	-62,463.49	2,201,797.70	93,647.71	680.00	24.00	96.86
TOTALS	70,061,310.85	70,061,310.85	20,646.19	348,222.26	67,594,400.57	-62,463.49	2,201,797.70	93,647.71	680.00	24.00	96.86

Address to Board of Finance

February 14, 2024

The Net Taxable Grand List for 2023 is **\$2,815,151,915**

The Real Estate Grand List increased by 1.04%. In comparison, the 2022 Real Estate increase was .822% in comparison.

Notable changes include:

- A \$1.75 million dollar property became exempt. Light House Vocational Education purchased the Brown and Brown Insurance building. The cell tower located within its property, however, has remained taxable.
- The demolition of several multimillion-dollar homes in Old Black Point.
- Many building permits for new construction, remodeling, and additions.

The Motor Vehicle Grand List decreased by 5.65% as the market corrects during this post covid era. Supply chain issues have been resolved, eliminating the pent-up demand for vehicles.

- 2020 GL MV Increase was 7.2%
- 2021 GL MV increase was 31%
- 2022 GL MV increase was 5.84%

The Personal Property Grand List rose by 5.53% in comparison to 1.49% last year.

Notable changes include:

- Numerous gas stations replacing their tanks and remodeling including the addition of Noble East Travel Center.
- Newly opened businesses.
- Diligent staff discovering existing non filing businesses.
- The I 95 construction projects.
- Equipment upgrades for numerous businesses.

The overall Grand List increased by .65%



INTER OFFICE MEMO
Office of the Assessor

TO: Daniel Cunningham, First Selectman
Board of Selectmen
Kevin Gervais, Finance Director
Board of Finance

FROM: Diane Vitagliano

DATE: January 24, 2024

SUBJECT: 2023 Final Net Taxable Grand List Reports
(Before Board of Assessment Appeals)

The attached 2023 Grand List reports are for your files.

- 2023 Net Taxable Grand List Breakdown (before BAA)
- Final Net Taxable Grand List Growth (before BAA)
- Final Net Taxable Grand List Comparison (2023 & 2022)
- 2023 Top Ten Taxpayers

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

Diane Vitagliano

Diane Vitagliano
Assessor, CCMA II, MBA



INTEROFFICE MEMO
Office of the Assessor

TO: Daniel Cunningham, First Selectman
Board of Selectmen
Kevin Gervais, Finance Director
Board of Finance

FROM: Diane Vitagliano

DATE: January 24, 2024

SUBJECT: 2023 Final Net Grand List Comparison
(Before Board of Assessment Appeals)

The following final figures are a comparison showing the 2023 net taxable assessment increase.

	2023	2022	NET	%
REAL ESTATE	\$2,529,856,699	\$2,503,901,683	\$25,955,016	1.04
MOTOR VEHICLES	\$203,484,645	\$215,680,729	-\$12,196,084	-5.65
PERSONAL PROPERTY	\$81,810,571	\$77,520,716	\$4,289,855	5.53
TOTAL	\$2,815,151,915	\$2,797,103,128	\$18,048,787	0.65

NET TAXABLE GRAND LIST INCREASE 0.65%

The grand list has been signed and filed with the Town Clerk as of January 24, 2024.

**GRAND LIST OF TAXABLE PROPERTY
AS OF OCTOBER 1, 2023
TOWN OF EAST LYME**

	GROSS	EXEMPTIONS	NET
REAL ESTATE	2,538,304,699	8,448,000	2,529,856,699
MOTOR VEHICLES	205,230,480	1,745,835	203,484,645
PERSONAL PROPERTY	83,808,775	1,998,204	81,810,571
TOTAL	2,827,343,954	12,192,039	2,815,151,915

I, DIANE VITAGLIANO, ASSESSOR FOR THE TOWN OF EAST LYME, CONNECTICUT, HEREBY SUBSCRIBE AND MAKE OATH THAT THE TAX LIST FOR THE ABSTRACT OF THE PROPERTY IN SAID TOWN FOR THE YEAR ENDING OCTOBER 1, 2023 IS MADE PURSUANT TO THE LAWS AND CUSTOMS, TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DIANE VITAGLIANO, CCMA II, ASSESSOR

STATE OF CONNECTICUT)

EAST LYME, CONNECTICUT

JANUARY 24, 2024

COUNTY OF NEW LONDON)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24TH DAY OF JANUARY, 2024.



KAREN MILLER GALBO, CCTC, TOWN CLERK



INTER OFFICE MEMO
Office of the Assessor

To: Daniel Cunningham, First Selectman
Board of Selectmen
Kevin Gervais, Finance Director
Board of Finance

From: Diane Vitagliano, Assessor

Date: January 19, 2024

Subject: Final Grand List Growth - 2023

Net grand list totals and percentage of increase/decrease are as follows:

GRAND LIST DATE	INCREASE/(DECREASE)	PERCENT OF INCREASE/(DECREASE)	NET GRAND LIST TOTAL
10/01/00 – 10/01/01	363,361,215	Revaluation Year 40%	1,284,559,537 *
10/01/01 – 10/01/02	27,754,260	2.16%	1,312,313,767
10/01/02 – 10/01/03	14,767,662	1.12%	1,327,081,459
10/01/03 – 10/01/04	44,351,471	3.34%	1,371,432,930
10/01/04 – 10/01/05	41,545,414	3.02%	1,412,978,344
10/01/05 – 10/01/06	833,233,864	Revaluation Year 59%	2,246,211,208
10/01/06 – 10/01/07	35,344,555	1.57%	2,281,555,763
10/01/07 – 10/01/08	14,371,559	.006%	2,295,927,322
10/01/08 – 10/01/09	15,258,649	.007%	2,311,185,971
10/01/09 – 10/01/10	18,422,088	.008%	2,329,608,059
10/01/10 – 10/01/11	(282,576,390)	Revaluation Year (12.1%)	2,047,031,669
10/01/11 – 10/01/12	3,119,068	.001%	2,050,150,737
10/01/12 – 10/01/13	11,916,321	.006%	2,062,067,058
10/01/13 – 10/01/14	25,462,804	1.234%	2,087,529,862
10/01/14 -10/01/15	38,425,590	1.840%	2,125,955,452
10/01/15-10/01/16	24,476,263	Revaluation Year 1.15%	2,150,431,715
10/01/16-10/01/17	16,360,323	.76%	2,166,792,038
10/01/17-10/01/18	17,393,974	.80%	2,184,186,012
10/01/18-10/01/19	27,871,757	1.28%	2,212,057,769
10/1/19-10/01/20	47,312,618	2.14%	2,259,370,387
10/1/20-10/1/21	504,266,405	Revaluation Year 22.32%	2,763,636,792
10/01/21-10/01/22	33,466,336	1.21%	2,797,103,128
10/01/22-10/01/23	18,048,787	0.65%	2,815,151,915

**TOWN OF EAST LYME
TOP TEN TAXPAYERS
OCTOBER 1, 2023
NET TAXABLE ASSESSMENT**

OWNER	REAL ESTATE	PERSONAL PROPERTY	MOTOR VEHICLE	TOTAL
CONNECTICUT LIGHT & POWER	\$493,990	\$34,752,530		\$35,246,520
SOUND APT VENTURES (Apartment Complex - Gateway) 11,757,620	\$29,068,900	\$126,160		\$29,195,060
COVE APT VENTURES (Apartment Complex - Cove)	\$18,464,810	\$98,480		\$18,563,290
GDEL COMMERCIAL	\$13,816,950			\$13,816,950
L & L EAST LYME LLC (Grocery & Strip Stores)	\$10,252,900			\$10,252,900
KRE-BSL HUSKY NIANTIC (Assisted Living)	\$7,513,520	\$257,360		\$7,770,880
MITCHELL TRUST LLC (Various)	\$7,238,350	\$6,800		\$7,245,150
FLANDERS PLAZA ASSOC. (Grocery & Strip Stores)	\$6,679,540	\$4,900		\$6,684,440
EVANS, HUGH D & SASKIA (Various properties Old Black Pt.)	\$5,963,220			\$5,963,220
YANKEE GAS		\$4,993,410		\$4,993,410

Range of Accounts: 32- - - - to 32-99- - - Include Cap Accounts: Yes As Of: 02/13/24
Skip Zero Activity: Yes

NOTE: This report includes ONLY activity originally Budgeted/Charged to Budget Year X.
Prior Year Budgeted/Encumbered/Payable amounts rolled to Budget Year X have been EXCLUDED.

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
32-00-000-000-000	EXPENDITURES							
32-01-102-500-001	Revaluation Project 10/1/2011	953,241.00	0.00	0.00	698,764.89	0.00	254,476.11	73
32-01-104-500-001	Vehicle - Building Official	0.00	5,230.17	0.00	5,230.17	0.00	0.00	100
32-01-105-200-215	CAD Software & Survey Equipment	37,000.00	0.00	0.00	31,056.90	0.00	5,943.10	84
32-01-113-700-701	Bldg Maint 81 EL Utility Body	0.00	1,713.95	0.00	1,713.95	0.00	0.00	100
32-01-114-200-001	AED Defibrillators	2,000.00	0.00	909.65	1,090.35	0.00	0.00	100
32-01-114-500-001	Route 161 Corridor Study	0.00	25,000.00	0.00	25,000.00	0.00	0.00	100
32-01-115-500-001	Samuel Smith Maintenance	0.00	2,700.00	0.00	2,700.00	0.00	0.00	100
32-01-115-500-002	Samuel Smith - Town Matching Grant	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0
32-01-115-500-003	Pump-out Boat	0.00	12,500.00	0.00	12,500.00	0.00	0.00	100
32-01-117-500-001	Les Mehrhoff Plant Biodiversity	1,000.00	0.00	0.00	1,000.00	0.00	0.00	100
32-01-117-500-002	Historic Preservation Enhancement	2,790.00	126.93-	0.00	2,663.07	0.00	0.00	100
32-01-117-500-003	JLUS Study - Dept of Defense	161,770.00	1,862.90-	0.00	159,907.10	0.00	0.00	100
32-01-117-500-004	Niantic 8-Mile River Watershed Trail	49,785.00	1,904.43-	0.00	47,880.57	0.00	0.00	100
32-01-117-500-005	CIRCA Grant	50,000.00	0.00	0.00	50,000.00	0.00	0.00	100
32-01-117-500-006	Affordable Housing Planning Grant	15,000.00	0.00	0.00	15,000.00	0.00	0.00	100
32-03-300-300-001	CLOSED - Nutmeg Network (CEN)	20,600.00	0.00	0.00	20,600.00	0.00	0.00	100
32-03-300-300-315	PEGPETIA Grant	85,307.44	0.00	0.00	85,307.44	0.00	0.00	100
32-25-200-000-000	CNRE - Public Safety							
32-25-200-700-461	NFD Equipment-Ladder Truck	590,400.00	175.34-	0.00	590,224.66	0.00	0.00	100
32-25-200-700-462	FFD Equipment	114,600.00	0.00	0.00	114,600.00	0.00	0.00	100
32-25-200-700-463	FM Vehicle	65,562.79	0.00	0.00	65,562.79	0.00	0.00	100
32-25-200-700-464	NFD Pumper 2006	353,551.40	0.00	0.00	353,551.40	0.00	0.00	100
32-25-200-700-467	FFD - Heavy Rescue Truck	570,246.00	0.00	0.00	570,246.00	0.00	0.00	100
32-25-200-700-468	Police Cruisers	210,000.00	6,663.82	0.00	216,663.82	0.00	0.00	100
32-25-200-700-469	Police Radios	22,000.00	6,890.60-	0.00	15,109.40	0.00	0.00	100
32-25-200-700-470	Town-wide Radio System	100,000.00	0.00	0.00	100,000.00	0.00	0.00	100
32-25-200-700-471	ACO Vehicle	25,000.00	20,000.00	0.00	45,000.00	0.00	0.00	100
32-25-200-700-472	PS - Police Patrol Vehicle Equipment	93,500.00	4,581.95	0.00	98,081.95	0.00	0.00	100
32-25-200-700-473	Police SUV - K-9	0.00	9,500.00	0.00	9,500.00	0.00	0.00	100
32-25-200-700-474	Generator - EOC - FEMA Hazard Mitigaton	40,305.00	9,000.00	0.00	49,305.00	0.00	0.00	100
32-25-200-700-475	Server Police Arbitrator System	0.00	5,888.00	0.00	5,888.00	0.00	0.00	100
32-25-200-700-476	PS-Fire Dept Serv Assmt	0.00	15,999.00	0.00	15,999.00	0.00	0.00	100
32-25-200-700-477	Wtfd/East Lyme Police Boat	41,500.00	0.00	0.00	36,854.11	0.00	4,645.89	89

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
32-25-200-700-478	PS - Computer Aided Dispatch (CAD)	33,945.49	136,000.00	0.00	169,945.49	0.00	0.00	100
32-25-200-700-479	PS - Police Boat Motor	0.00	11,721.00	0.00	11,721.00	0.00	0.00	100
32-25-200-700-480	NFD-FFD - Multiband Radios	0.00	211,176.00	6,132.60	205,043.40	0.00	0.00	100
32-25-200-700-481	PS - Radio Tower Infrastructure	0.00	19,118.00	11,429.40	7,688.00	0.00	0.60	100
32-25-200-700-482	PS - FM Respiratory Protection Equip	0.00	2,412.00	0.00	2,021.26	0.00	390.74	84
32-25-200-700-483	PS - FM Knox Box	0.00	8,370.00	0.00	8,370.00	0.00	0.00	100
32-25-216-700-001	Independent Police Start-Up	81.00-	49,800.12	0.00	49,719.12	0.00	0.00	100
32-25-224-700-001	Enhanced 911 Phone System	16,278.00	5,701.21	0.00	21,979.21	0.00	0.00	100
32-25-224-700-002	Harbor Master Boat	85,553.00	12,485.20	0.00	98,038.20	0.00	0.00	100
32-25-400-700-401	PS - JAG Grant Projects	25,000.00	0.00	0.00	25,000.00	0.00	0.00	100
32-25-400-700-402	CT-DOT Grant Equipment - PD	17,558.00	0.00	0.00	0.00	0.00	17,558.00	0
32-25-400-700-403	Tactical Team Equipment	20,000.00	0.00	0.00	14,113.29	0.00	5,886.71	71
32-25-700-700-501	Niantic Turnout Gear (Four Sets)	20,800.00	0.00	0.00	1,248.45	0.00	19,551.55	6
32-25-700-700-502	Flanders Hose and Appliances	7,000.00	0.00	0.00	0.00	0.00	7,000.00	0
32-25-700-700-503	Flanders Two-way Radio Batteries Replace	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0
32-25-700-700-504	Niantic Fire Hose Replacement	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0
32-30-000-000-000	CNRE - Public Works							
32-30-400-700-702	PWD - Dump Truck	774,856.00	57,681.00-	0.00	717,175.00	0.00	0.00	100
32-30-400-700-703	PWD Broom Sweeper	175,000.00	19,685.00-	0.00	155,315.00	0.00	0.00	100
32-30-400-700-704	PU Truck	146,240.00	90.00-	0.00	146,150.00	0.00	0.00	100
32-30-400-700-705	Recycling Truck	545,895.00	12,653.00-	0.00	533,242.00	0.00	0.00	100
32-30-400-700-706	Mason Dump Truck	154,000.00	7,095.06-	0.00	146,904.94	0.00	0.00	100
32-30-400-700-707	MSW Truck	219,000.00	3,318.00-	0.00	215,682.00	0.00	0.00	100
32-30-400-700-708	Recycling Carts	325,000.00	0.00	0.00	316,449.37	0.00	8,550.63	97
32-30-400-700-709	Backhoe - PWD	100,000.00	0.00	0.00	100,000.00	0.00	0.00	100
32-30-400-700-710	Utility Vehicle - PWD	10,000.00	0.00	0.00	10,000.00	0.00	0.00	100
32-30-400-700-711	Paint Vehicles - 11/20/13 TMTg	10,000.00	3,172.13-	0.00	6,827.87	0.00	0.00	100
32-30-400-700-712	PWD - Stainless Sander	15,000.00	1,490.00-	0.00	13,510.00	0.00	0.00	100
32-30-400-700-713	PWD - P/U Truck Equipment	6,700.00	275.75-	0.00	6,424.25	0.00	0.00	100
32-30-400-700-714	PWD - Snow Removal Equipment	14,000.00	0.00	0.00	14,000.00	0.00	0.00	100
32-30-400-700-715	PWD - ICE Grapple Truck	0.00	17,208.30	0.00	17,208.00	0.00	0.30	100
32-30-400-700-716	2019 PWD Equipment	411.17-	15,742.00	0.00	15,330.83	0.00	0.00	100
32-30-400-700-717	NIPS Grant Expenditures	26,464.28	0.00	12,853.50	13,146.50	0.00	464.28	98
32-30-400-700-718	STEAP Grant: Transfer Station Renovation	128,205.00	0.00	0.00	128,205.00	0.00	0.00	100
32-30-400-700-719	EV Charing Station	15,000.00	0.00	0.00	4,972.50	0.00	10,027.50	33
32-30-400-700-720	Plants Dam Engineering Analysis	20,000.00	0.00	3,714.13	16,285.87	0.00	0.00	100
32-30-400-700-999	PWD - Reserve	36,586.87	58,641.06	0.00	76,745.92	0.00	18,482.01	81
32-40-400-700-701	Bus	112,000.00	69.10-	0.00	111,930.90	0.00	0.00	100
32-40-400-700-702	COA DOT 5310 Bus	104,800.00	26,200.00	0.00	124,000.00	0.00	7,000.00	95

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
32-45-400-700-701	Pick-up Truck P & R	28,000.00	0.00	0.00	28,000.00	0.00	0.00	100
32-45-400-700-702	Mason Dump Truck P & R	60,000.00	7,531.68-	0.00	52,468.32	0.00	0.00	100
32-45-400-700-703	P&R - Debris Blower Attachment	5,000.00	0.00	0.00	5,000.00	0.00	0.00	100
32-45-400-700-704	P&R - Gator	414.67-	12,000.00	0.00	11,585.33	0.00	0.00	100
32-45-400-700-705	P&R - Directors Vehicle	0.00	25,000.00	0.00	25,000.00	0.00	0.00	100
32-60-000-000-000	Available for Appropriation							
32-60-045-100-001	LoCIP Reserve - Town Clerk	162,943.00	136,000.00-	0.00	0.00	0.00	26,943.00	0
32-60-120-100-001	FEMA-Sandy-Equipment 11/20/13	79,684.00	79,684.00-	0.00	0.00	0.00	0.00	0
32-60-120-100-002	Proceeds from the Sale of Vehicles	123,675.90	99,272.54-	0.00	10,172.14	0.00	14,231.22	42
32-60-120-100-003	Police Vehicles & Equip from Fees	535,000.00	0.00	0.00	668,972.05	0.00	133,972.05-	125
32-70-045- -	LoCIP Projects							
32-70-045-000-045	LoCIP Project Allocation Funds	207,449.96	207,449.96-	0.00	0.00	0.00	0.00	0
32-70-045-019-010	NFD Parking Lot & Septic System	68,765.31	19,309.04-	0.00	49,456.27	0.00	0.00	100
32-70-045-019-020	FFD Parking Lot	55,000.00	0.00	0.00	55,000.00	0.00	0.00	100
32-70-045-019-030	Reseal Parking Lots EL Town Hall & ELCC	30,000.00	1,175.00-	0.00	28,825.00	0.00	0.00	100
32-70-045-019-040	ELCC Entry Way	10,000.00	260.00-	0.00	9,740.00	0.00	0.00	100
32-70-045-019-050	EL Transfer Station Improvements	102,000.00	0.00	0.00	98,669.22	0.00	3,330.78	97
32-70-045-020-010	ELTH BAS - TMTG 10/2/19	0.00	43,194.00	0.00	43,194.00	0.00	0.00	100
32-70-045-020-020	TH Ceiling Replacement	15.86-	25,000.00	0.00	24,984.14	0.00	0.00	100
32-70-045-020-030	Darrow Pond Dam Project	3,288.00-	15,000.00	2,123.56	9,588.44	0.00	0.00	100
32-70-045-020-110	Replace Air Handlers @ Town Hall	85,000.00-	85,000.00	0.00	0.00	0.00	0.00	0
32-70-045-021-010	Town Hall Ceiling II	0.00	60,000.00	0.00	60,000.00	0.00	0.00	100
32-70-045-022-020	LOCIP- Lifts at Garage	81,438.00	0.00	0.00	81,438.00	0.00	0.00	100
32-70-045-022-030	LOCIP- Electronic Access Gates at FSB	19,731.23	0.00	0.00	19,731.23	0.00	0.00	100
32-70-045-022-040	Town wide Garage Door Repairs/Replacemen	30,000.00	0.00	1,100.00	21,260.19	0.00	7,639.81	75
32-70-045-022-050	Municipal Buildings Repairs/Improvements	30,000.00	0.00	0.00	30,000.00	0.00	0.00	100
32-70-045-024-010	Municipal Bldg ADA Compliance (LOCIP)	175,000.00	0.00	0.00	0.00	0.00	175,000.00	0
32-70-045-024-020	Paint Brookside Farmhouse (LOCIP)	110,000.00	0.00	0.00	0.00	0.00	110,000.00	0
32-70-045-220-60	Town Building Flooring Replacements	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0
32-70-300- -	CNRE \$310,000 - 8/3/2011							
32-70-300-000-000	CNRE - Town Projects							
32-70-300-000-001	CNRE \$129,000 - 6/20/12							
32-70-300-500-001	CAD Software & Survey Equipment	8,000.00	3,000.00	0.00	11,000.00	0.00	0.00	100
32-70-300-500-002	Town Computers - Dept Replacement	31,500.00	2,000.00	0.00	33,453.00	0.00	47.00	100
32-70-300-500-003	Carpet & Related Improvements	0.00	34,646.39	0.00	34,646.39	0.00	0.00	100
32-70-300-500-004	Existing Hwy Garage Roof Replacement	50,000.00	0.00	0.00	50,000.00	0.00	0.00	100
32-70-300-500-005	HVAC Pump Replacement - Town-wide	283,786.00	20,000.00	34,019.76	255,047.24	0.00	14,719.00	95

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
32-70-300-500-006	Various Town-wide Roof Replacement	335,300.00	0.00	2,925.00	292,060.73	0.00	40,314.27	88
32-70-300-500-007	Sidewalk Repair	310,000.00	0.00	0.00	251,271.28	0.00	58,728.72	81
32-70-300-500-008	Grand Street Boat Repair	70,000.00	69,825.00	0.00	139,825.00	0.00	0.00	100
32-70-300-500-009	McCook Park Playscape Enhancements	20,000.00	20,000.00	0.00	0.00	0.00	0.00	0
32-70-300-500-010	Servers	66,380.00	40,000.00	0.00	42,252.00	0.00	64,128.00	40
32-70-300-500-011	Replace Cooling Tower ELCC	40,000.00	0.00	0.00	40,000.00	0.00	0.00	100
32-70-300-500-012	McCook Band Shell	60,000.00	0.00	0.00	60,000.00	0.00	0.00	100
32-70-300-500-100	Town Project Allocations	316,119.00	316,119.00	0.00	0.00	0.00	0.00	0
32-70-300-500-101	Road Rehabilitation (8/19/09)	267,203.00	0.00	0.00	267,203.00	0.00	0.00	100
32-70-300-500-102	Sidewalks - Townwide Repair & Replace	100,000.00	0.00	0.00	100,000.00	0.00	0.00	100
32-70-300-500-103	Parking Lots - ELCC/EOC/McCooks/Various	48,015.00	1,302.26	0.00	46,712.74	0.00	0.00	100
32-70-300-500-104	Cini Park Parking Lot	59,118.00	0.00	0.00	59,118.00	0.00	0.00	100
32-70-300-500-105	Cini Park Restrooms	20,010.00	35,000.00	0.00	14,990.00	0.00	0.00	100
32-70-300-500-201	Energy Saving Improvements	11,896.38	0.00	0.00	11,896.38	0.00	0.00	100
32-70-300-500-202	Energy Efficient Lights/FS	128,871.00	0.00	0.00	128,871.00	0.00	0.00	100
32-70-300-500-203	Heating Equip ELCC Eversource	38,400.00	0.00	0.00	38,400.00	0.00	0.00	100
32-70-300-500-341	LOCIP - Sidewalks	118,900.00	0.00	0.00	118,900.00	0.00	0.00	100
32-70-300-500-342	LOCIP - FFD Addition	175,000.00	0.00	0.00	175,000.00	0.00	0.00	100
32-70-300-500-343	Whistle town Rd	110,186.00	0.00	0.00	110,186.00	0.00	0.00	100
32-70-300-500-344	Upper Pattagansett Rd	445,000.00	0.00	0.00	445,000.00	0.00	0.00	100
32-70-300-500-345	Pine Grove Project Roads	246,900.00	246,900.00	0.00	0.00	0.00	0.00	0
32-70-300-500-346	LoCIP-Roads	240,201.00	18,714.45	0.00	221,486.55	0.00	0.00	100
32-70-300-500-347	LoCIP-EOC Windows/FireStairs	25,000.00	3,279.34	0.00	21,720.66	0.00	0.00	100
32-70-300-500-361	BOE Proj-Doyle Prop	15,000.00	1,111.73	0.00	13,888.27	0.00	0.00	100
32-70-300-500-999	Town-wide Projects	128,248.34	128,248.34	0.00	0.00	0.00	0.00	0
32-70-700-724-701	Acquisition Samuel Smith Property	425,000.00	0.00	0.00	425,000.00	0.00	0.00	100
32-70-700-724-702	Archaeological Reconnaissance Survey	36,787.80	0.00	0.00	36,787.80	0.00	0.00	100
32-70-700-724-703	Brownfield Assessment 224 Main	200,000.00	0.00	0.00	200,000.00	0.00	0.00	100
32-70-700-724-704	NBB Concrete Repairs	70,000.00	70,000.00	0.00	0.00	0.00	0.00	0
32-70-999-000-001	OTO - Operating Transfer Out	0.00	0.00	0.00	177,172.79	0.00	177,172.79	0
32-94-999- -	BoE Projects							
32-94-999-700-	CNRE - \$221,487 - 9/18/2013							
32-94-999-700-001	ELHS A-wing Sprinkler Installation/Ext	15,028.00	1,393.88	0.00	13,634.12	0.00	0.00	100
32-94-999-700-002	ELHS Hot Water Gas Conversion	45,500.00	0.00	0.00	45,500.00	0.00	0.00	100
32-94-999-700-003	ELHS Athletic wing Hallways	27,607.00	0.00	0.00	27,608.00	0.00	1.00	100
32-94-999-700-004	ELHS Bleachers North Gym	102,800.00	0.00	0.00	102,800.00	0.00	0.00	100
32-94-999-700-005	LBH Electric Upgrade	18,138.00	0.00	0.00	18,138.20	0.00	0.20	100
32-94-999-700-006	Contingency	12,414.00	212.80	0.00	12,200.00	0.00	1.20	100
32-94-999-701-001	2013 School Security Grant Program	183,247.00	0.00	0.00	183,247.00	0.00	0.00	100

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Payable	Balance YTD	%Used
32-98-100-000-003	Prior Year Payables	0.00	0.00	0.00	215,868.64	0.00	215,868.64-	0
Fund: 32	EXPENDITURES Budgeted Total	13,365,052.49	171,436.09-	75,207.60	12,509,494.42	0.00	608,914.38	95
Fund: 32	EXPENDITURES Non-Budgeted Total	0.00	0.00	0.00	215,868.64	0.00	215,868.64-	0
Fund: 32	EXPENDITURES Total	13,365,052.49	171,436.09-	75,207.60	12,725,363.06	0.00	393,045.74	97
	Final Budgeted	13,365,052.49	171,436.09-	75,207.60	12,509,494.42	0.00	608,914.38	95
	Final Non-Budgeted	0.00	0.00	0.00	215,868.64	0.00	215,868.64-	0
	Final Total	13,365,052.49	171,436.09-	75,207.60	12,725,363.06	0.00	393,045.74	97

Board of
Selectmen

COURVILLE'S GARAGE, Inc.

CUSTOMER #: 1257
UNIT# B-22
FLANDERS FIRE DEPT
FINANCIAL OFFICE
151 BOSTON POST RD
EAST LYME, CT 06333

FEB 07 26

168391

P.O. Box 262 - Route 163

Agenda Item
2b

INVOICE

MONTVILLE, CONNECTICUT 06353

PHONE (860) 848-1221

HOME: 860-739-6968 / CONT: 860-739-6968

PAGE 1

"Serving The Trucking Industry Since 1964"

BUS: CELL: SERVICE ADVISOR: 10556 SL

UNIT	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	
B-22	16	SPARTAN METROSTAR	4S7CU2D90GC081305	2536CT	16057/16057	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
07DEC16 DD			17:00 24JAN24		0.00	24JAN24
R.O. OPENED		OPTIONS: ENG: 73928037 1) ISL9 CM2350 L101				
15DEC23	24JAN24	2) 1/24/24 NOW C 16,057MILES 3				
		YEARS/150,000MILES/5,400 HOURS				

LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
-------------	------	------	-------	------	-----	-------

A CHECK FOR CODES SRS LIGHT ON AND CEL IS ON
CFC CHECK FOR CODES

90 CNT
125 CNT

1 APBCN-20CA NON CHLOR BRAKE CLEANER	5.55	3.55	3.55	11519.20	11519.20	
1 5337769 THERMOSTAT	80.37	79.49	79.49			
26 3960043 SCREW, FRACTURE RESISTANT	12.21	12.07	313.82			
12 3944593 SCREW, HEX FLANGE HEAD CAP	5.82	5.77	69.24			
1 FREIGHT HANDLING+FREIGHT	40.50	40.50	40.50			
1 6700103 EGR COOLER BULLETPROOF REMAN	2280.13	1787.13	1787.13			
CORE CHARGE C		440.00	440.00			
-1 6700103 CORE RETURN	440.00	440.00	-440.00			
1 90100139 EGR COOLER GASKET SET-BPD	89.05	69.79	69.79			
1 FREIGHT HANDLING+FREIGHT	118.32	118.32	118.32			
1 5274662 COVER, INTAKE MANIFOLD	707.07	654.79	654.79			
1 5633434 KIT, OVERHAUL	4195.67	3626.29	3626.29			
1 5529501RX HEAD, CYLINDER	5800.29	5023.48	5023.48			
CORE CHARGE C		412.50	412.50			
-1 5529501RX CORE RETURN	412.50	412.50	-412.50			
6 2872288 CONNECTOR, INJ FUEL SUPPLY	77.10	70.50	423.00			
6 3943445 CROSSHEAD, VALVE	30.60	26.54	159.24			
6 3945236 CROSSHEAD, VALVE	37.91	33.68	202.08			
1 5272959 GASKET, RKR LEVER HOUSING	25.03	22.43	22.43			
1 5579409PX KIT, INJECTOR	1652.76	1539.48	1539.48			
CORE CHARGE C		309.38	309.38			
-1 5579409PX CORE RETURN	309.38	309.38	-309.38			
1 5478594 THERMOSTAT	113.90	112.65	112.65			
1 5525525 TUBE, INJECTOR FUEL SUPPLY	158.35	150.81	150.81			
1 FREIGHT HANDLING+FREIGHT	745.05	745.05	745.05			
5 3937142 SEAL, INJECTOR	4.70	4.64	23.20			
5 3867471 SEAL, O RING	2.80	2.78	13.90			
2 3103015 SEAL, GROMMET	4.96	4.91	9.82			
1 5K-9090 SEAL-O-RING	2.92	2.01	2.01			



EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in the event shall dealer be liable for incidental or consequential damages or commercial losses, arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort. Buyer shall not be entitled to recover from the seller any consequential damages, damages to property, damages from loss of use, loss of time, loss of profits, or income or any other incidental damages.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

THANK YOU FOR YOUR BUSINESS!

SIGNING FOR ABOVE ACCOUNT

CUSTOMER COPY

COURVILLE'S GARAGE, Inc.

CUSTOMER #: 1257
 UNIT# B-22
 FLANDERS FIRE DEPT
 FINANCIAL OFFICE
 151 BOSTON POST RD
 EAST LYME, CT 06333
 HOME: 860-739-6968 CONT: 860-739-6968

168391

P.O. Box 262 - Route 163

INVOICE

MONTVILLE, CONNECTICUT 06353

PHONE (860) 848-1221

PAGE 2

"Serving The Trucking Industry Since 1964"

SERVICE ADVISOR: 10556 SL

UNIT	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT
B-22	16	SPARTAN METROSTAR	4S7CU2D90GC081305	2536CT	16057/16057
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	PAYMENT
07DEC16 DL			17:00 24JAN24		0.00
R.O: OPENED					CHG-NT 24JAN24
15DEC23	24JAN24	OPTIONS: ENG: 73928037 1) ISL9 CM2350 L101 2) 1/24/24 NOW C 16,057MILES 3 YEARS/150,000MILES/5,400 HOURS			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1	CV50628	ELEMENT, CV			264.16	221.89	221.89
2	3945326	SEAL, O RING			11.98	11.64	23.28
2	3963991	WASHER, SEALING			8.12	8.03	16.06
1	2866636	GASKET, AFM DEVICE			19.91	19.68	19.68
6	21463	15" HD WIDE ZIP TIE BLACK			0.23	0.18	1.08
1	FF63054NN	PAC, FF			72.26	60.70	60.70
11	2388648	COOLANT-ELC			22.81	17.20	189.20
1	4307376	VALVE, PRESSURE RELIEF			214.85	212.48	212.48
		ET ELECTRONIC TOOLING FEE					
		1 CNT				95.00	95.00
		LUBE 32 QTS 15W40 OIL					
		CNT				152.32	152.32

HOOK COMPUTER AND CHECK FOR CODES, FOUND ACTIVE CODE 2556 (INTAKE HEATER CIRCUIT SHORTED / BELOW NORMAL) . TROUBLE SHOOT CODE FOUND HEATER SHORTED TO GROUND. ALSO CODE 1675 (LOW COOLANT) , TROUBLE SHOOT CODE, FOUND COOLANT IN EGR COOLER. ADVISE CUSTOMER ,NEED EGR COOLR AND INTAKE HEATER. OK TO REPAIR. IN PROCESS OF DISASSEMBLY FOUND LARGE AMOUNT OF OIL AROUND CYLINDER HEAD. ADVISE CUSTOMER OF OIL LEAK, WILL NEED A NEW HEAD GASKET. PER CHIEF OK TO REPAIR. DRAIN COOLANT, REMOVE ALL INTAKE PIPING, REMOVE AIR CLEANER, ALL CAC PIPING AND ELECTRICAL, REMOVE ALL COOLANT PIPING, EGR COOLER PLUMBING. REMOVE FUEL LINES AND FUEL MANIFOLD. REMOVE VALVE COVER, CCV AND ROCKER HOUSING. REMOVE ALL INJECTORS AND VALVE TRAIN. REMOVE TURBO AND EXHAUST MANIFOLD. REMOVE HEAD HOLTS AND PULL CYLINDER HEAD. CLEAN DECK AND CLEAN HEAD, AND INSPECT FOR REUSE, CYLINDER HEAD IS .009 - .010 OUT OF SPEC FOR REUSE, WILL NEED NEW HEAD. CLEAN DECK AND INSPECT FOUND # 3 AND 5 CYLINDER SCORED, AND CARBON BUILD UP. ADVISE CUSTOMER, PERFORM IN CHASSIS OVERHAUL. DRAIN OIL AND REMOVE OIL PAN, REMOVE PISTON COOLERS AND ROD CAPS, PUSH ALL PISTONS OUT. PULL ALL LINERS. CLEAN BLOCK. DROP ALL MAIN BEARINGS OUT, CLEAN LOWER END. INSTALL NEW MAIN BEARINGS. INSTALL LINERS AND CHECK ALL HEIGHTS. ALL IN SPEC PER CUMMINS. @.0015". PREP AND BUILD PISTONS. INSTALL WITH NEW BEARINGS AND TORQUE TO

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased, and that in the event shall dealer be liable for incidental or consequential damages or commercial losses, arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort. Buyer shall not be entitled to recover from the seller any consequential damages, damages to property, damages from loss of use, loss of time, loss of profits, or income or any other incidental damages.

DESCRIPTION	TOTALS:
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

THANK YOU FOR YOUR BUSINESS!

SIGNING FOR ABOVE ACCOUNT

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COURVILLE'S GARAGE, Inc.

CUSTOMER #: 1257
 UNIT# B-22
 FLANDERS FIRE DEPT
 FINANCIAL OFFICE
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 EAST LYME, CT 06333
 HOME: 860-739-6968 CONT: 860-739-6968

168391

P.O. Box 262 - Route 163

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PHONE (860) 848-1221

PAGE 3

"Serving The Trucking Industry Since 1964"

BUS: CELL: SERVICE ADVISOR: 10556 SL

UNIT	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	
B-22	16	SPARTAN METROSTAR	4S7CU2D90GC081305	2536CT	16057/16057	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
07DEC16 DD			17:00 24JAN24		0.00	24JAN24
R.O. OPENED		OPTIONS: ENG:73928037 1) ISL9 CM2350 L101				
15DEC23		2) 1/24/24 NOW C 16,057MILES 3				
24JAN24		YEARS/150,000MILES/5,400 HOURS				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

SPEC. REINSTALL PISTON COOLER NOZZLES AND TORQUE. REINSTALL PICK UP TUBE AND OIL PAN. PREP NEW REMAN CYLINDER HEAD AND INSTALL AND TORQUE WITH NEW HEAD BOLTS. REPLACE NECESSARY FUEL CONNECTORS AND ASSEMBLE. HAD TO REPLACE 1 FUEL INJECTOR WITH NEW REMAN IN #2 HOLE., DUE TO SEVERELY CARBON BUILD UP. ASSEMBLE VALVE TRAN AND ENGINE BRAKE, ADJUST ALL VALVES AND ENGINE BRAKE. REINSTALL ROCKER HOUSING AND VALVE COVER, REPLACE CCV BREATHER. INSTALL NEW INTAKE HEATER, ASSEMBLE LEFT SIDE OF ENGINE. INSTALL EXHAUST MANIFOLD AND TURBO, REPLACE EGR COOLER. ASSEMBLE ALL LINES AND FITTINGS, REPLACE THERMOSTAT, REPLACE OIL REGULATOR / THERMOSTAT. ASSEMBLE ALL COOLANT AND INTAKE PIPING. FILL WITH NEW OIL AND NEW ANTIFREEZE. REPLACE FUEL FILTERS. PRIME SYSTEM AND GET RUNNING. ROAD TEST, UNIT HAD A CODE FOR FUEL PRESSURE. TROUBLE SHOOT AND FOUND PSI REGULATOR SEEPING BUY. REMOVE AND REPLACE REGULATOR. ROAD TEST NO ISSUES.

B LEFT FRONT CLEARANCE LIGHT C&A
 L LIGHTS

90 CNT

0.00 0.00

C DRIVER SIDE FRONT MARKING LIGHT HOUSING COMING OFF, PLEASE RESECURE
 L LIGHTS

90 CNT

1 562*J2541SS* BUMPER GUIDE LAMP SET	128.66	224.84	224.84
1 FREIGHT HANDLING+FREIGHT	68.80	100.84	100.84
2 177181614 HEAT SHRINK	2.83	68.80	68.80
4 05556101 BUTT CONNECTOR	2.92	2.31	4.62
		2.39	9.56

CHECK LIGHTS ON BUMPER, ONE BROKEN, ORDER PAIR OS BUMPER STICKS. REMOVE OLD ONES, INSTALL AND SET HEIGHT FOR NEW ONES. WIRE IN AND CHECK LIGHT OPERATION.

D** PURCHASE OF CUMMINS NATIONAL WARRANTY OVERHAUL
 NOW PURCHASE OF NOW

1 CNT

0.00 0.00

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in the event shall dealer be liable for incidental or consequential damages or commercial losses, arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort. Buyer shall not be entitled to recover from the seller any consequential damages, damages to property, damages from loss of use, loss of time, loss of profits, or income or any other incidental damages.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

THANK YOU FOR YOUR BUSINESS!

SIGNING FOR ABOVE ACCOUNT

CUSTOMER COPY

CUSTOMER #: 1257
 UNIT# B-22
 FLANDERS FIRE DEPT
 FINANCIAL OFFICE
 151 BOSTON POST RD
 EAST LYME, CT 06333
 HOME: 860-739-6968 CONT: 860-739-6968
 BUS: CELL:

168391
 INVOICE

COURVILLE'S GARAGE, Inc.
 P.O. Box 262 - Route 163
 MONTVILLE, CONNECTICUT 06353
 PHONE (860) 848-1221
 "Serving The Trucking Industry Since 1964"

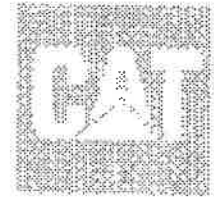
PAGE 4

SERVICE ADVISOR: 10556 SL

UNIT	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	
B-22	16	SPARTAN METROSTAR	4S7CU2D90GC081305	2536CT	16057/16057	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
07DEC16 DE			17:00 24JAN24		0.00	24JAN24
R.O. OPENED		OPTIONS: ENG:73928037 1) ISL9 CM2350 L101 2) 1/24/24 NOW C 16,057MILES 3 YEARS/150,000MILES/5,400 HOURS				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1	NOW NOW	WARRANTY	ENGINE		3145.00	1800.00	1800.00
			3YRS/150,000M/ 5,400HRS				

CUSTOMER PAY SUPPLIES/EPA CHG FOR REPAIR ORDER 290.00



EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in the event shall dealer be liable for incidental or consequential damages or commercial losses, arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort. Buyer shall not be entitled to recover from the seller any consequential damages, damages to property, damages from loss of use, loss of time, loss of profits, or income or any other incidental damages.

THANK YOU FOR YOUR BUSINESS!

SIGNING FOR ABOVE ACCOUNT

DESCRIPTION	TOTALS
LABOR AMOUNT	11839.04
PARTS AMOUNT	17918.26
GAS, OIL, LUBE	152.32
SUBLET AMOUNT	0.00
MISC. CHARGES	290.00
TOTAL CHARGES	30199.62
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	30199.62

CUSTOMER COPY



National Overhaul Warranty (NOW®) Engine Certificate

Customer & Service Location Information		<input type="checkbox"/> Used Vehicle Awaiting Sale	
Customer Name	<u>FLANDERS FIRE DEPT.</u>	Service Location	<u>COURVILLE'S GARAGE, INC.</u>
Address	<u>151 BOSTON POST ROAD</u>	Address	<u>232 ROUTE 163</u>
City	<u>EAST LYME</u>	City	<u>MONTVILLE</u>
State and Zip	<u>CT. 06333</u>	State and Zip	<u>CT. 06353</u>
Phone	<u>860-739-6968</u>	Phone	<u>860-848-1221</u>
Email	<u>flanderschief@eltownhall.com</u>	Service Location Code	<u>13482</u>

Engine Information			
Engine Serial Number	<u>73928037</u>	VIN	<u>4S7CU2D90GC081305</u>
Engine Model	<u>ISL 9 CM2350 L101</u>	Odometer / Hour Meter	<u>16,057</u>
Control Module	<u>ECM SN #5129545</u>	Work Order Number	<u>168391</u>
Rated Horsepower	<u>450</u>	Repair Date	<u>1/24/2024</u>
CPL Number	<u>4524</u>	Equipment Application	<u>FIRE TRUCK</u>

- Inspected / Replaced**
- Cylinder Block
 - Crankshaft
 - Camshafts and Bushings
 - Connecting Rod Assemblies
 - Rocker Lever Assemblies
 - Cylinder Head Cap Screws
 - Lubricating Oil Pan & Suction Tube
 - Intake Manifold
 - Exhaust Manifold
 - Push Tubes/Rods
 - Piston Cooling Nozzles
 - Valve Crossheads
 - Cylinder Head (Midrange only)

- Mandatory Replaced**
- Main Bearings
 - Connecting Rod Bearings
 - Pistons and Rings
 - Cylinder Liners (excludes B family)
 - Necessary Gaskets and Seals
 - Thermostat
 - Cylinder Head(s) (Heavy Duty only)
 - Lube Filter Bypass Assembly

- Optional Replaced**
- Fuel Pump
 - Water Pump
 - Lube Oil Pump
 - Air Compressor
 - Starter
 - Alternator
 - Accessory Drive
 - Injectors
 - Complete Turbocharger
 - Vibration Damper
 - Short Block
 - Long Block

Extended Warranty Coverage

Midrange - 2 Years / 100,000mi (160,930km) / 3,600hrs
 Midrange - 3 Years / 150,000mi (241,400km) / 5,400hrs
 Heavy Duty - 2 Years / 200,000mi (321,870km) / 7,200hrs
 Heavy Duty - 3 Years / 300,000mi (482,800km) / 10,800hrs (CM2350 Only, purchase ELITE Kit)

Promotion ID # NOW #71102 Qualified Machinist ISAIAS LUCIANO
 Promotion ID # _____ Qualified Technician ISAIAS LUCIANO

I hereby certify prior to the purchase of my overhaul, I received, read, understood and agreed to the terms of the Cummins and/or ReCon standard published warranty applicable to my engine. I also agree to the provision of the Plan as indicated above and detailed legal description on the back of this certificate.

Customer Signature X

Customer must retain copies of the work order and component inspection checklist with NOW Certificate. Work order shall govern any discrepancies between the Certificate and work order.



National Overhaul Warranty (NOW®) Engine Component Inspection Checklist

Certificate Information

Certificate Number	<u>NOW MATRIX#71102</u>	Engine Model	<u>ISL 9 CM2350 L101</u>
Customer Name	<u>FLANDERS FIRE DEPT.</u>	Control Module	<u>ECM SN#5129545</u>
Work Order Number	<u>168391</u>	Rated Horsepower	<u>450</u>
Date and Time	<u>1/24/2024 12:25PM</u>	CPL Number	<u>4524</u>
Engine Serial Number	<u>73928037</u>		

Instructions

1. Ensure appropriate boxes are selected within the Inspected, Mandatory, and Optional Parts sections below.
2. All Inspected Parts must either pass inspection or be replaced.
3. All Mandatory Parts must be replaced.
4. Select the box for Optional Parts that were replaced at the time of the overhaul.

Inspected Parts: The specified list of components must be inspected and if they meet the inspection guidelines, they will be warranted for the term of the coverage. Cummins expects the technician to make intelligent reuse decisions. The intent of the program is to do this by honest and thorough inspections with judgment that inspected parts will operate through the covered service period. If the defined parts do not pass inspection they must be replaced.

Inspected Parts	Passed	Replaced	Mandatory Parts	Replaced	Optional Parts	Replaced
Cylinder Block	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Main Bearings	<input checked="" type="checkbox"/>	Fuel Pump	<input type="checkbox"/>
Crankshaft	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Connecting Rod Bearings	<input checked="" type="checkbox"/>	Water Pump	<input type="checkbox"/>
Camshafts and Bushings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pistons and Rings	<input checked="" type="checkbox"/>	Lube Oil Pump	<input type="checkbox"/>
Connecting Rod Assemblies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cylinder Liners (excludes B family)	<input checked="" type="checkbox"/>	Air Compressor	<input type="checkbox"/>
Rocker Lever Assemblies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Necessary Gaskets and Seals	<input checked="" type="checkbox"/>	Starter	<input type="checkbox"/>
Cylinder Head Cap Screws	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Thermostat	<input checked="" type="checkbox"/>	Alternator	<input type="checkbox"/>
Lubricating Oil Pan & Suction Tube	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cylinder Head(s) (Heavy Duty only)	<input type="checkbox"/>	Accessory Drive	<input type="checkbox"/>
Intake Manifold	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lube Filter Bypass Assembly	<input checked="" type="checkbox"/>	Injectors	<input type="checkbox"/>
Exhaust Manifold	<input checked="" type="checkbox"/>	<input type="checkbox"/>			Complete Turbocharger	<input type="checkbox"/>
Push Tubes/Rods	<input checked="" type="checkbox"/>	<input type="checkbox"/>			Vibration Damper	<input type="checkbox"/>
Piston Cooling Nozzles	<input type="checkbox"/>	<input checked="" type="checkbox"/>			Short Block	<input type="checkbox"/>
Valve Crossheads	<input type="checkbox"/>	<input checked="" type="checkbox"/>			Long Block	<input type="checkbox"/>
Cylinder Head (Midrange only)	<input type="checkbox"/>	<input checked="" type="checkbox"/>				

Pick-up Time 9:10 AM Date 1/24/2024 X

Customer Signature

Certified Technician Isaias Luciano [Signature]

Approved [Signature] DIANA JACARUSO

Service Manager/Shop Foreman

Warranty Administrator

For certificate registration and warranty administration purposes the NOW program will be registered and administered with a NOW certificate.

COURVILLE'S GARAGE, INC

"SERVING THE TRUCKING INDUSTRY SINCE 1966"

P.O. BOX 262 232 ROUTE 163 MONTVILLE, CONNECTICUT 06353

(860) 848-1221 FAX (860) 848-4655

Board of
Selectmen

FEB 07 24

Agenda Item


DATE 1/3/2024
RO#:

CUSTOMER: FLANDERS FIRE DEPT
UNIT# LADDER
VIN#

Description of work to be performed:

REMOVE EXTENSION CYLINDER AND PINS FOR RIGHT REAR OUTRIGGER. INSPECT ALL LINES. SEND EXTENSION CYLINDER OUT FOR REBUILD. REINSTALL AND OPERATE AERIAL, TOP OFF FLUID AND RECHECK FOR LEAKS.

PARTS:

QTY	DESCRIPTION	EACH	EXT \$	QTY	DESCRIPTION	EACH	EXT \$
1	6"CYLINDER REPACK BASIC		\$4,450.00				
	TOTAL TBD						
	FLUID		\$225.00				
	SHOP MISC		\$175.00				
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

ESTIMATE TOTAL PARTS: 4,850.00
 ESTIMATE TOTAL LABOR: 1,540.00
 ESTIMATE SUBTOTAL:
 ESTIMATE TOTAL TAX: 0.06
 ESTIMATE TOTAL: \$6,390.00

Please be advised core credit will only be issued upon factory acceptance**

0% DEPOSIT REQUIRED BEFORE REPAIRS WILL BE PERFORMED

The above estimate is based only on the information supplied by the customer and does not cover any additional parts or labor which may be required after the work has been started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. At this time we would notify your company of any changes. Because of this, the above prices are not guaranteed. Estimates on parts and labor are current and subject to change.

CUSTOMER SIGNATURE: _____

SERVICE SIGNATURE : _____

NOTE: WE MAY WITHDRAW THIS ESTIMATE IF NOT ACCEPTED WITHIN 15 DAYS.
 THE ABOVE ESTIMATE DOES NOT INCLUDE FREIGHT.



Agreement Number	24SDRASC01ELY
Maximum Contract Award	\$58,540.00
Beneficiary Contact Person	Kristen Caramanica, KCaramanica@eltownhall.com
ADS Contact Person	Claire Cote, Claire.cote@ct.gov , (860) 424-4868

STATE OF CONNECTICUT
Coronavirus State Fiscal Recovery Fund
and Coronavirus Fiscal Local Recovery Fund ("CSLFRF")
Beneficiary Agreement

**Board of
 Selectmen**

FEB 07 24
 Agenda Item
 # 22

The State of Connecticut Department of Aging and Disability Services

Street: 55 Farmington Avenue

City: Hartford State: CT Zip: 06105

Tel#: (860) 424-4800

(hereinafter "Department"), hereby enters into this Beneficiary Agreement (hereinafter "Agreement") with:

Beneficiary's Name: Town of East Lyme

Street: 108 Pennsylvania Avenue

City: Niantic State/Zip: CT 06357

Tel#: (860) 691-4110 CORE SUPPLIER ID: 0000000045 UEI: VLXJM5QK7SQ5

Term	This Agreement is in effect from date of execution of all parties through December 31, 2026.
Statutory Authority	The Agency is authorized to enter into this Agreement pursuant to § 4-8 and 17a-780 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Beneficiary <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Effective Date	This Agreement shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Agreement shall be deemed effective for the entire term specified above.
Amendment	This Agreement may be amended only by means of a written instrument signed by the Department, the Beneficiary, and, if required, the OAG.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Beneficiary Agreement (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	Department of Aging and Disability Services 55 Farmington Avenue Hartford, CT 06105 Attention: Claire Cote	If to the Beneficiary:	Town of East Lyme 108 Pennsylvania Avenue Niantic, CT 06357 Attention: Daniel Cunningham
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A party may modify the addressee or address for Notices by providing ten (10) days' prior written Notice to the other party. No formal amendment is required.

PART I

A. RECITALS

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Fiscal Local Recovery Fund, which together is known as the Coronavirus State and Local Fiscal Recovery Funds program (“CSLFRF program”); and

WHEREAS, the funds provided through the CSLFRF program are intended to provide support to State, territory, local, and Tribal governments in responding to the public health emergency caused by coronavirus (COVID-19) or its negative economic impacts; and

WHEREAS, pursuant to the U.S. Department of the Treasury final rule for CSLFRF funds, effective April 1, 2022, recipient states may use CSLFRF funds to provide beneficiaries, including municipalities or nonprofits, with funds for facilities improvements or programming expenditures that respond to the public health and negative economic impacts of the pandemic and are related reasonably and proportional to the pandemic impact identified and reasonably designed to benefit the impacted population; and

WHEREAS, the Beneficiary is a municipality or non-profit organization that, among other things, operates the **Town of East Lyme Senior Center** located at **37 Society Road, Niantic, CT 06357**, which provides programming to elderly residents of the city/town of **East Lyme**; and

WHEREAS, pursuant to Section 1 of Public Act 22-146, the General Assembly allocated \$10,000,000.00 in CSLFRF program funding to the Department to be distributed to Connecticut senior centers, including the Beneficiary to provide Facility Improvements and/or Programming; and

WHEREAS, the Contractor is a beneficiary of CSLFRF funds and as such is subject to specific terms and conditions related to the use of the CSLFRF funds; and

WHEREAS, the Department allocated **\$58,540.00** to the Beneficiary based up on the number of individuals in their municipality who are 60 years and over (hereinafter “elderly residents”), factoring in race, ethnicity, disability, federal poverty level, rural status and the recommendation of the Beneficiary’s municipality; and

NOW THEREFORE, the Beneficiary and the Department agree to the following terms and conditions.

B. TERMS AND CONDITIONS FOR CSLFRF PAYMENT

1. “Facility Improvements” means improvements to the Beneficiary’s Senior Center infrastructure, which may include capital improvements to promote and encourage older adults to access Senior Centers. Improvements that encourage healthier living environments, outdoor recreation, socialization, connection amongst older adults and access to services and programs designed to mitigate the spread of COVID-19 or to respond to the negative public health effects of COVID-19. Examples of such improvements include, but are not limited to: building a covered outdoor seating area at the Senior Center for participants to allow for social distancing; upgrades to HVAC systems that provide better air filtration; building modifications to reconfigure or enlarge indoor spaces to allow for social distancing; or purchase of vehicles to provide transport to Senior Center and Senior Center activities to promote better access to the services provided by the Senior Center including, but not limited to, health services (including vaccines), social services, and social engagement.
2. “Programming” means services or events that support social connection and the physical, emotional, spiritual, or educational needs of Senior Center members, while supplying opportunities for enriching quality of life, expanding interests, tapping potential, and developing talents. Senior Center Programming may include purchased items, promotional materials and services, associated staffing and contracted services associated with providing services or events at a Senior Center that respond to the negative public

health impact of COVID-19. Examples may include but are not limited to: extended hours and associated needed staffing to attract new members; contracted mental health services; registration software and equipment that encourage social distancing; or credit card systems that discourage cash/check exchange between individuals.

3. The Beneficiary is a municipality/non-profit organization with a Senior Center/Senior Center(s) located in Niantic that provide/provides an array of programs and services designed to support the elderly residents of the communities served by the Beneficiary.
4. As a recipient of CSLFRF funding, the Beneficiary shall utilize such funds to address the negative economic impact of COVID-19 on the elderly residents of the communities they serve. Specifically, the CSLFRF funds shall be used to support the Town of Town of East Lyme Senior Center.
5. The Beneficiary shall utilize the funds to perform the Facility Improvement and/or Programming services listed on the ADS-approved proposal, attached hereto and made part of this Agreement as Exhibit A.
6. The Beneficiary agrees to obligate all funds received under this Agreement on or before 12/31/2024, and fully expend all funds on or before 12/31/2026.
7. The Beneficiary agrees to furnish all cost and financial information requested by the Department or its designated agent, including, but not limited to, financial records maintained in accordance with generally accepted accounting principles, audited financial reports, purchase orders, receipts, travel reimbursement, third party contractual agreements, payroll records, and any and all other records as may be found necessary by the Department or its agent in determining compliance with any federal or state law, rule, regulation, or policy.
8. The Beneficiary acknowledges that this payment may be subject to federal or state audit, agrees to cooperate fully with any audits, and that any funds not spent in accordance with applicable requirements are subject to recovery and recoupment.
9. The Beneficiary agrees to promptly repay any funds that the Department or the result of any audit determines were used for unauthorized purposes or inappropriate expenditures or for purposes other than those authorized under this agreement, to the Department not later than ten (10) days after a written request from the Department or its designated agent. If the Beneficiary does not repay such funds upon request, the Department may initiate recoupment of the funds and take any other actions that it deems necessary to recover such funds.
10. The Beneficiary certifies, to the best of its knowledge and belief, that neither the Beneficiary nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental agency (federal, state or local) in accordance with 2 CFR 200.214 and 2 CFR 180.

C. U.S. DEPARTMENT OF TREASURY EXPENDITURE CATEGORIES

The Beneficiary, understands and agrees that the funds provided through this Contract must be expended in compliance with the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds – Version 3 dated February 28, 2022 (“Treasury Reporting Guidance”). Specifically, in accordance with Expenditure Category (EC) 6.1 “Provision of Government Services”, these funds are a grant to mitigate financial hardship.

D. FEDERAL AND STATE REQUIREMENTS

1. Federal Requirements.

- a) Funding Identification. Federal funding has been provided through State Identification (SID) 28009 for this Agreement as follows:
- Federal Award Project Title: American Rescue Plan Act
Assistance Listing Number: 21.027
Assistance Listing Program Title: Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Award Year: 2021
Research and Design: No
Name of Federal Agency Awarding: US Department of Treasury
- b) Federal Office of Management and Budget Requirements.
- i. This Agreement includes Federal Financial Assistance, and therefore such funds shall be subject to specific sections of the Federal Office of Management and Budget Cost Principles codified in the OMB Uniform Guidance as set forth in 2 CFR Part 200, and as updated from time to time. The specific sections are: Subpart A, sections 200.100 – 200.110 of Subpart B; and section 200.303 of Subpart D.
 - ii. Federal funding shall be released by the Department contingent upon receipt of federal monies by the Department in compliance with the Federal Cash Management Improvement Act of (1990) (CMLA), 31 U.S.C. § 6501 et. seq.
 - iii. If the Contractor expends \$750,000 or more during their fiscal year in Federal awards, the Contractor shall have a single audit conducted in accordance with Title 2 CFR 200.514.
- c) The Beneficiary certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or shall be paid, by or on behalf of the Beneficiary, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.
- d) Lobbying. In compliance with the Federal Funds provisions in Part II, Section C.4.a of this Contract, the State requires that the language of the following certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under sub-recipients, which shall certify and disclose accordingly. The Contractor certifies that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the state, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the State shall

complete and submit standard Federal form-LLL, "Disclosure Form to Report Lobbying," (obtained from Health and Human Services) in accordance with its instructions.

- iii. If the Contractor engages in legislative advocacy, the Contractor agrees to keep separate logs of costs associated with such activity, in compliance with the OMB Super Circular as set forth in 2 C.F.R. Part 200 as amended from time to time. The Contractor shall not conduct legislative advocacy with Federal funds.

e) Other ARPA-CSLFRF Contract Requirements.

- i. The Beneficiary shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- ii. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Beneficiary is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- iii. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Beneficiary is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

2. State Requirements.

a) Annual Audit.

- i. Notwithstanding the provisions of Part II of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the Department complete annual financial audit acceptable to the Department for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The Department reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for five years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the Department for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
- ii. Audit Submission Process: If the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the Contract, the Contractor shall submit its A-133 and state single audit electronically to the Agency through a state-wide electronic system. The system is entitled "Office of Policy and Management - Electronic Audit Reporting System (EARS)". The link to access the system is <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send the Department an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the Agency with a copy of the approved request.

E. PAYMENT

1. For the term of this Agreement, the maximum value of this Agreement shall be \$58,540.00.
2. Upon execution of this Agreement and approval of the same by the Office of the Attorney General, the Department shall issue to the Beneficiary a one-time payment of \$58,540.00.
 - a. Invoicing instructions for Facilities Improvements. The Beneficiary shall submit invoices to the Department e-mail box SDR.AP@ct.gov, on forms provided by ADS and on a schedule directed by the Department.
 - b. The Department requires the Contractor to submit all invoices within ninety (90) days from the date that Contract services are rendered. **Due to the ninety (90) day liquidation period following the closing date of federal grant awards, this time limit is necessary to ensure availability of funds applicable to the date Contract services are delivered.** Failure to comply with this requirement will result in non-payment of such services. Services rendered are not considered complete until the required report for the Contract service has been submitted to the Department.

F. LIAISONS and NOTICES

1. For the Department:
Department of Aging and Disability Services
55 Farmington Avenue, 12th Floor
Hartford, CT 06105
Attention: Claire Cote
2. For the Beneficiary:

Town of East Lyme
Ms. Kristen Caramanica
Senior Center Director
37 Society Road
Niantic, CT 06357
KCaramanica@eltownhall.com

Town of East Lyme
Mr. Daniel Cunningham
First Selectman
108 Pennsylvania Avenue
Niantic, CT 06357
dcunningham@eltownhall.com

PART II – TERMS AND CONDITIONS

For Part II, the term “Contractor” shall mean the Beneficiary of this Agreement and “Contract” shall mean this Agreement.

PART II. TERMS AND CONDITIONS. The Contractor shall comply with the following terms and conditions.

A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. “**Bid**” shall mean a bid submitted in response to a solicitation.
2. “**Breach**” shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. “**Cancellation**” shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. “**Claims**” shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
5. “**Client**” shall mean a recipient of the Contractor’s Services.
6. “**Client Agency**” shall mean the agency of the State of Connecticut that is entering into this Contract.
7. “**Contract**” shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
8. “**Contractor Parties**” shall mean 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 (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
9. “**Data**” shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
10. “**Expiration**” shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
11. “**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 regarding clients that the Agency 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.
12. “**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 Agency, the Contractor, or the State.
13. “**Records**” shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.

14. "Services" shall mean the performance of Services as stated in Part I of this Contract.
15. "State" shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. "Termination" shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. MANDATORY TERMS

1. **Annual Audit.** Notwithstanding the provisions of Part II of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the OEC a complete annual financial audit acceptable to the OEC for all program funds, whether state awarded or not. The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
2. **Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.
3. **Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
 - a. The Contract shall be deemed 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.
 - b. Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
 - c. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
4. **Changes to the Contract, Termination, Cancellation and Expiration.**
 - a. **Contract Amendment.**
 - (1) Should the parties execute an amendment to this Contract on or before its expiration date that extend the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
 - (2) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
 - (3) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - i. the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - ii. federal funding reduction results in reallocation of funds within the Agency.
 - (4) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.
 - b. **Contractor Changes and Assignment.**
 - (1) The Contractor shall notify the Agency in writing:

- i. at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - ii. no later than ten (10) days from the effective date of any change in:
 - (a) its certificate of incorporation or other organizational document;
 - (b) more than a controlling interest in the ownership of the Contractor; or
 - (c) the individual(s) in charge of the performance.
 - (2) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
 - (3) **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - i. The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - ii. The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - iii. The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.
- c. **Breach.**
- (1) If either party Breaches this 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, the Agency may modify the ten (10) day cure period in the notice of Breach. 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 cancellation 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 cancellation date, no further action shall be required of any party to affect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
 - (2) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - i. 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 in accordance with the budget;
 - ii. temporarily discontinue all or part of the Services to be provided under the Contract;
 - iii. permanently discontinue part of the Services to be provided under the Contract;
 - iv. assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - v. require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - vi. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - vii. any combination of the above actions.
 - (3) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
 - (4) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
 - (5) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
- d. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
- e. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may

request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

f. Ending the Contractual Relationship.

- (1) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- (2) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- (3) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.13, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such 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 specified records whichever is less. 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.
- (4) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (5) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

g. Transition after Termination or Expiration of Contract.

- (1) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (2) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

5. 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 of 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
 - i the confidentiality of any part of or all of the Contractor's bid or proposal, and
 - ii Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

- b. 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.
 - c. 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 merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - d. 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 cause the State to be named as an additional insured on the policy and shall provide
 - (1) a certificate of insurance,
 - (2) the declaration page and
 - (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - e. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
6. **Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to 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, this Section shall govern.
7. **State Ethics Laws.**
- a. The Contractor may access a guide to the Code of Ethics, which comprises the current Summary of State Ethics Laws, under the "State Contractors" section at <https://portal.ct.gov/Ethics/Public-Information/Public-Information/Publications-Guides-Annual-Reports>
 - b. **Summary of Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:
 - (1) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;
 - (2) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
 - (3) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
 - (4) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
 - (5) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.
8. **Audit and Inspection of Plant, 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, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
 - 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. The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
 - 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:
 - (1) final payment under this Contract,
 - (2) the expiration or earlier termination of this Contract, 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.
 - i. 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.
 - ii. The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.
9. **Campaign Contribution Restriction.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 Contract represents that they have received 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, as set forth in "SEEC Form 10: Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations."
10. **Executive Orders and Other Enactments.**
- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
 - b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
 - c. This Contract may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
11. **Consumer Data Privacy and Online Monitoring.** Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

C. OTHER TERMS

- a. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.
- b. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

c. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

1. its most recent IRS Form 990 submitted to the Internal Revenue Service, and
2. its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.

d. **Federal Funds.**

a. The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.

b. The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

(1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

(2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.

c. Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

d. Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation:

(1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or

(2) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

e. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

a. Real estate sales or leases;

b. Leases for equipment, vehicles or household furnishings;

c. Mortgages, loans and working capital loans; and

d. Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

f. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section B.6.d:

i. The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- ii. Any change in the above status shall be immediately reported to the Agency.
- g. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
- h. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
- i. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
- j. **Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:
- a. **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
 - b. **Automobile Liability.** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
 - c. **Professional Liability.** \$1,000,000 limit of liability, if applicable; and/or
 - d. **Workers' Compensation and Employers Liability.** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- k. **Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- a. Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
 - b. Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
- l. **Representations and Warranties.** Contractor shall:
- i. Perform fully under the Contract;
 - ii. Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
 - iii. Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
- m. **Reports.**

- i. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
 - ii. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
- n. **Litigation.**
- i. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
 - ii. The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.
- o. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
- p. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
- q. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the dates written below.

SIGNATURES AND APPROVALS

Agreement # 24SDRASC01ELY

The Beneficiary IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

TOWN OF EAST LYME

DANIEL CUNNINGHAM, *First Selectman*

___/___/___
Date

DEPARTMENT OF AGING AND DISABILITY SERVICES

AMY PORTER, *Commissioner*

___/___/___
Date

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

Part I of this Contract having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the Connecticut Attorney General dated 8/18/2023, as may be amended from time to time.

EXHIBIT A

Project Proposal

AGREEMENT # 24SDRASC01ELY

BRIEF PROJECT DESCRIPTION (REPEAT FOR EACH SEPARATE SENIOR CENTER AS NEEDED)

Senior Center Name/Physical Address: East Lyme Senior Center, 37 Society Road, Niantic, CT 06357

Facility Improvement: N/A

Programming: Partially funded social worker through 12/31/2024; purchase and installation/set up of a User registration station; purchase and installation of a clothes washer and dryer, as well as supplies; purchase and installation of a new freezer as well as a dishwasher, and associated supplies.

PROJECT BUDGET

Cost Item	Programming Total Cost 10/1/23-9/30/24	Programming Total Cost 10/1/24 – 9/30/25
Compensation	15,356.25	15,256.25
Fringe Benefits	5,406.50	5,406.50
Travel	78.60	78.60
Equipment & Other Capital	13,406.85	,
Materials & Supplies	250.00	250.00
Contractual Services	2,650.00	
Consultants / Professional Services		
Occupancy (Rent & Utilities)		
Telecommunications	150.00	150.00
Training & Education		
Direct Administrative Costs		
Total Direct Costs	37,298.65	21,241.35
Total Project Budget		58,540.00

EXHIBIT B

American Rescue Plan Act – State Fiscal Recovery Funds Program:
Beneficiary Attestation Form

Agreement # 24SDRASC01ELY

The funding provided to you as an eligible beneficiary is supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury State and local Fiscal Recovery Funds Program as authorized by the American Rescue Plan Act.

THE STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT PROVIDES FUNDING TO SUPPORT URGENT COVID-19 RESPONSE EFFORTS TO CONTINUE TO DECREASE SPREAD OF THE VIRUS AND BRING THE PANDEMIC UNDER CONTROL; REPLACE LOST REVENUE FOR ELIGIBLE STATE, LOCAL, TERRITORIAL, AND TRIBAL GOVERNMENTS TO STRENGTHEN SUPPORT FOR VITAL PUBLIC SERVICES AND HELP RETAIN JOBS; SUPPORT IMMEDIATE ECONOMIC STABILIZATION FOR HOUSEHOLDS AND BUSINESSES; TO MAKE NECESSARY INVESTMENTS IN WATER, SEWER, AND BROADBAND INFRASTRUCTURE; AND COVER THE COST OF OTHER ELIGIBLE ACTIVITIES.

Beneficiary Agreement for Town of East Lyme Senior Center- Partially funded social worker through 12/31/2024; purchase and installation/set up of a User registration station; purchase and installation of a clothes washer and dryer, as well as supplies; purchase and installation of a new freezer as well as a dishwasher, and associated supplies.

ADS Program staff: Claire Cote Tel: (860) 424-4868; Email: claire.cote@ct.gov

[X] I have read this form and hereby attest, as an authorized representative of Town of East Lyme that Town of East Lyme meets the requirements for an eligible beneficiary. I understand that providing false or misleading information may subject Town of East Lyme to recoupment of funds up to the amount received.

Signature _____ Date _____

Daniel Cunningham, First Selectman

Beneficiary Legal Name: Town of East Lyme

108 Pennsylvania Avenue, Niantic CT 06357



Board of Finance
February 14, 2024

1



BOF: First Selectman's Report
February 14, 2024

First Selectman Dan Cunningham

2

FY2025 Budget Summary

**Town of East Lyme
General Fund Budget Summary
Fiscal Year 2024-25**

Object Description	2023-2024	FY2025 PROPOSED		
	Adjusted Budget	Proposed Budget	Change from YE 24	Change from YE 24
EXPENDITURES				
Town Operations	\$ 21,520,155	\$ 23,233,015	\$ 1,712,860	7.96%
Board of Education Operations	\$ 57,789,852	61,301,559	3,511,707	6.08%
Debt Service	\$ 6,198,189	6,754,252	556,063	8.97%
Capital/Other	\$ 499,522	750,000	250,478	50.14%
TOTAL EXPENDITURES	\$ 86,007,718	\$ 92,038,826	\$ 6,031,108	7.01%
REVENUES				
Taxes - Current Year	\$ 68,275,661	\$ 74,297,948	6,022,287	8.82%
Taxes - Motor Vehicle Supplement	\$ 500,000	\$ 550,000	50,000	10.00%
Taxes - Prior Year, Interest, Fees	902,670	792,000	(110,670)	-12.26%
Licenses and Permits	544,590	695,400	150,810	27.69%
Intergovernmental Revenues	11,124,504	10,912,448	(212,056)	-1.91%
Charges for Services	1,138,275	1,258,400	120,125	10.55%
Fines and Assessments	14,462	13,010	(1,452)	-10.04%
Investment Earnings	625,000	750,000	125,000	20.00%
Other Revenues	170,636	119,620	(51,016)	-29.90%
Other Financing Sources	2,711,921	2,650,000	(61,921)	-2.28%
TOTAL REVENUES	\$ 86,007,719	\$ 92,038,826	\$ 6,031,107	7.01%

▶ 3

3



Board of Finance Presentation
February 14, 2024

Kevin Gervais Jr.
Finance Director

4

Overview

- ▶ Assessor Grand List Report
- ▶ Tax Collections Update
- ▶ Police Private Duty/Billing/Pension
- ▶ Finance Department To Do List
- ▶ Budget vs. Actual General Fund
- ▶ Audit Update
 - ▶ Fiscal Year 2022 Audit
 - ▶ MFAC Meeting
 - ▶ Fiscal Year 2023 Year End Close-out

▶ 5

5

Tax Sale

- ▶ Tax Sale Date: April 23rd at 10:00am at Community Center

- ▶ 17 Properties
 - ▶ \$233,746.08 of back taxes owed

Properties are listed in front of Tax Collector's office

- ▶ If you have any questions, please reach out to Chris Dixon

▶ 6

6

Finance Department Projects

- ▶ Tyler MUNIS (ERP) Adoption and Implementation
 - ▶ Working with BOE, Deputy Finance Director and our Project Manager from MUNIS
 - ▶ Budget/AP/AR/Everything else: July 1, 2024
 - ▶ Payroll: January 1, 2025
- ▶ Banking
 - ▶ RFP forthcoming
- ▶ Exploring new software
 - ▶ OpenGov, ClearGov (Budgeting), Debtbook, Lease crunch, etc.

▶ 7

7

Financial Statement Audits Update

- ▶ Fiscal Year 2022
 - ▶ Balancing & Reconciling
 - ▶ Reconciling to subsidiary ledgers
- ▶ Fiscal Year 2023
 - ▶ Year End Close Out
- ▶ Fiscal Year 2024
 - ▶ Budget Monitoring
 - ▶ Quarterly Budget Meetings (Next Month)

▶ 8

8

ARPA Update

- ▶ Finance Office sent letters with a February 9th response date
 - ▶ Received about 50% response
 - ▶ Follow up to individual organizations who haven't responded

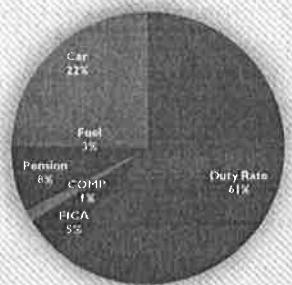
▶ 9

9

Police Private Duty Billing - Pension

Duty Rate	FICA	COMP	Pension	Fuel	Car	Total
\$ 70.22	\$ 5.37	\$ 1.65	\$ 8.99	\$ 3.00	\$ 25.00	\$ 114.23
			12.8%			
\$ 105.33	\$ 8.06	\$ 1.65	\$ 13.48	\$ 3.00	\$ 25.00	\$ 156.52
			12.8%			

Breaking down a billable hour of Outside Service



▶ 10

10

Ongoing Discussions

- ▶ Coastal Resiliency Fund
 - ▶ Evidenced by McCook Beach Wall
- ▶ Establishing a grant fund
 - ▶ Saves time and money
 - ▶ Best practice to track grants through multiple years
- ▶ Capital Committee
 - ▶ Finance Internship Project
 - ▶ Balancing what we can afford vs. capital needs in the next 5-10 years
 - ▶ Important factor in our 5-10 year operating budget plan
- ▶ OPEB Trust

▶ 11

11

Questions?

▶ 12

12

Happy Valentine's Day!



▶ 13