



TOWN OF KILLINGLY

TOWN COUNCIL
172 Main Street, Killingly, CT 06239
Tel: 860-779-5335

****Public hearing on Item #14(a) at 7:00PM****

****NOTICE****
TOWN COUNCIL
REGULAR MEETING

DATE: TUESDAY, OCTOBER 8, 2019
TIME: 7:00 PM
PLACE: TOWN MEETING ROOM
KILLINGLY TOWN HALL

AGENDA

- 1. CALL TO ORDER**
- 2. PRAYER**
- 3. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 4. ROLL CALL**
- 5. ADOPTION OF MINUTES OF PREVIOUS MEETINGS**
 - a) Regular Town Council Meeting: 09/10/19
- 6. PRESENTATIONS, PROCLAMATIONS AND DECLARATIONS**
 - a) Proclamation recognizing October as Breast Cancer Awareness month
- 7. UNFINISHED BUSINESS FOR TOWN MEETING ACTION**
- 8. CITIZEN STATEMENTS AND PETITIONS** (individual presentations not to exceed 5 minutes)
- 9. COUNCIL/STAFF COMMENTS**
- 10. APPOINTMENTS TO BOARDS AND COMMISSIONS**
 - a) Interviewed candidate from 10/1/2019 meeting
 - b) Consideration an action to re-appoint David Griffiths to NDDH as a regular member for a term to expire on July 18, 2022.
- 11. REPORTS FROM LIAISONS**
 - a) Board of Education Liaison
 - b) Borough Council Liaison

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2019 OCT -3 AM 9:35
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12. DISCUSSION AND ACCEPTANCE OF MONTHLY BUDGET REPORTS

- a) Summary Report on General Fund appropriations for Town government
- b) System Object Based on Adjusted Budget for the Board of Education

13. CORRESPONDENCE/COMMUNICATIONS/REPORTS

- a) Town Manager Report
- b) Economic Development Commission annual report

14. UNFINISHED BUSINESS FOR TOWN COUNCIL ACTION

- a) Consideration and action on an Ordinance to Amend the Killingly Code of Ordinances, Chapter 2, Article XIV Procurement Code of the Town of Killingly

15. NEW BUSINESS

- a) Consideration and action on a resolution authorizing fiscal year 2018-2019 budgetary year end transfers
- b) Consideration and action on a resolution authorizing the execution of an agreement fixing the assessment of the property located at 100 Main Street, Danielson, CT.
- c) Consideration and action on a resolution authorizing the refunding of a portion of the subdivision application fee to John C. D'Amato, Jr. and Ballouville Road LLC in the amount of \$3,500 for the reduction of subdivision lots converted to open space.
- d) Consideration and action on a resolution to approve participation in the Connecticut Conference of Municipalities' (CCM) electric consortium program to competitively bid electric generation rates and authorize the execution of a multi-year agreement for said rates.
- e) Consideration and action on a resolution authorizing a 2019-2020 budgetary transfer of \$5,000 from Contingency to the Human Services Subsidies, ACCESS Agency appropriation for the operation of a regional winter homeless shelter.
- f) Consideration and action on a resolution authorizing the use of up to \$2,322 of the Economic Development Trust Funds to complete additional environmental site assessment at 140 Main Street
- g) Consideration and action on a resolution regarding the use of federal fiscal year 2019 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 4

16. COUNCIL MEMBER REPORTS AND COMMENTS

17. EXECUTIVE SESSION

18. ADJOURNMENT

Note: Town Council meeting will be televised

Mr. A. Griffiths reported on the Ag Commission and the IWWC.

17. Executive Session: None

18. Adjournment:

Mr. D. Griffiths made a motion, seconded by Mr. Anderson to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 9:09 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

**TOWN COUNCIL
REGULAR MEETING**

DATE: TUESDAY, September 10, 2019

TIME: 7:00 P.M.

PLACE: TOWN MEETING ROOM
KILLINGLY TOWN HALL

AGENDA

The Town Council of the Town of Killingly held a Regular Meeting on Tuesday, September 10, 2019 at 7:00 p.m. in the Town Meeting Room of the Killingly Town Hall, 172 Main Street, Killingly, Connecticut. The agenda was as follows:

1. **CALL TO ORDER**
2. **PRAYER**
3. **PLEDGE OF ALLEGIANCE TO THE FLAG**
4. **ROLL CALL**
5. **ADOPTION OF MINUTES OF PREVIOUS MEETINGS**
 - a) Special Town Council Meeting: 08/06/19
 - b) Special Town Council Meeting: 08/13/19
6. **PRESENTATIONS, PROCLAMATIONS AND DECLARATIONS**
 - a) Proclamation recognizing September as National Recovery Month
7. **UNFINISHED BUSINESS FOR TOWN MEETING ACTION**
8. **CITIZEN'S STATEMENTS AND PETITIONS**

Pursuant to the Town Council's Rules of Procedure, Article IV, Section 2, all presentations by citizens shall be limited to an aggregate of forty-five (45) minutes and each citizen's presentation shall not exceed five (5) minutes unless otherwise indicated by a majority vote of the Town Council.
9. **COUNCIL/STAFF COMMENTS**
10. **APPOINTMENTS TO BOARDS AND COMMISSIONS**
11. **REPORTS FROM LIAISONS**

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- a) Board of Education Liaison
- b) Borough Council Liaison
- 12. **DISCUSSION AND ACCEPTANCE OF MONTHLY BUDGET REPORTS**
 - a) Summary Report on General Fund Appropriations for Town Government
 - b) System Object Based on Adjusted Budget for the Board of Education
- 13. **CORRESPONDENCE/COMMUNICATIONS/REPORTS**
 - a) Town Manager Report
 - b) Upcoming Town Manager Evaluation – Evaluation Form
- 14. **UNFINISHED BUSINESS FOR TOWN COUNCIL ACTION**
- 15. **NEW BUSINESS**
 - a) Consideration and action on a resolution to introduce and set a Public Hearing on an Ordinance to Amend the Killingly Code of Ordinances, Chapter 2, Article XIV Procurement Code of the Town of Killingly
 - b) Consideration and action on a resolution to authorize the expenditure of capital non-recurring funds to replace fully-depreciated copier equipment in the Town Hall
- 16. **COUNCIL MEMBER REPORTS AND COMMENTS**
- 17. **EXECUTIVE SESSION**
- 18. **ADJOURNMENT**

KILLINGLY TOWN COUNCIL

1. Chairman Cesolini called the meeting to order at 7:00 p.m.
2. Prayer by Ms. LaBerge.
3. Pledge of Allegiance to the flag.
4. Upon roll call all Councilors were present, except Mr. LaPrade and Ms. Wakefield who were absent with notification. Also present were Town Manager Calorio and Council Secretary Buzalski.
5. Adoption of minutes of previous meetings.
 - 5a. Mr. Grandelski made a motion, seconded by Mr. D. Griffiths, to adopt the minutes of the Special Town Council Meeting of August 6, 2019.
Voice Vote: Unanimous. Motion passed.
 - 5b. Mr. D. Griffiths made a motion, seconded by Ms. LaBerge, to adopt the minutes of the Regular Town Council Meeting of August 13, 2019.
Discussion followed. Ms. LaBerge noticed that on page 440 item 16, Ms. Wakefield's name has nothing after it.
Voice Vote: Unanimous, with corrections.
6. Presentations, proclamations and declarations:
 - 6a. Proclamation recognizing September as National Recovery Month
Mr. Anderson read the following:

PROCLAMATION RECOGNIZING SEPTEMBER AS NATIONAL RECOVERY MONTH

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and

WHEREAS, prevention of mental and substance use disorders works, treatment is effective, and people recover in our area and around the nation. Preventing and overcoming mental and substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage those impacted by these disorders to implement preventative measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, an estimated 26.2 percent of Americans ages 18 and older – about one in four adults – suffer from such disorders in a given year. In Northeast Connecticut nearly 28% of all calls to 211 are from people in need of mental health and addiction treatment, making it the most requested services in our region; and

WHEREAS, despite having among the highest need, Northeast Connecticut receives the lowest per-capita funding for mental health and addiction services and has the lowest capacity for inpatient mental health treatment. Recovery can still happen. By supporting our local services and agencies and advocating to our state leaders the importance of these services within our region;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Killingly that we recognize the month of September as National Recovery Month.

KILLINGLY TOWN COUNCIL

Jonathan Cesolini

Chairman

Dated at Killingly, Connecticut,
this 10th day of September 2019

7. Unfinished Business for Town Meeting Action: None

8. Citizens' Statements and Petitions:

Nancy Grandelski, 877 Upper Maple St, spoke about NECCOG. She feels that they are not addressing the problems with Animal Control.

Rich Prunier, 550 Putnam Pike, was concerned about Eminent Domain being used for the new power plant project.

Lois Latraverse, 54 Island Rd, is opposed to expansion by Connecticut Water for the Industrial Park. She also mentioned noise issues in the area, especially with UNFI running refrigerated trucks constantly under a temporary permit, and the rail spur for Frito Lay.

Melinda Fields, Hampton, CT is proposed to the proposed power plant, as it will negatively affect her even in Hampton.

10. Appointments to Boards and Commissions: None

11. Reports from Liaisons:

11a. Report from the Board of Education Liaison: No report.

11b. Report from the Borough Liaison:

Council Member LaBerge said there was no meeting, therefor no report.

12. Discussion and Acceptance of Monthly Budget Reports:

12a. Summary Report on General Fund Appropriations for Town Government:

Mr. D. Griffiths made a motion, seconded by Ms. LaBerge, to accept the summary report on general fund appropriations for Town Government.

Voice Vote: Unanimous. Motion passed.

12b. System Object Based on Adjusted Budget for the Board of Education: None

13. Correspondence/Communications/Reports:

13a. Town Manager Report

Councilors discussed the Town Manager Report.

13b. Upcoming Town Manager Evaluation – Evaluation Form

Councilors discussed the upcoming Town Manager Evaluation, and the date the forms need to be returned.

14. Unfinished Business for Town Council Action:

15. New Business:

15a. Consideration and action on a resolution to introduce and set a Public Hearing on an Ordinance to Amend the Killingly Code of Ordinances, Chapter 2, Article XIV Procurement Code of the Town of Killingly

Mr. A. Griffiths made a motion, seconded by Mr. Anderson, to adopt the following:

RESOLUTION TO INTRODUCE AND SET A PUBLIC HEARING FOR ADOPTION OF AN
ORDINANCE TO AMEND THE KILLINGLY CODE OF ORDINANCES, CHAPTER 2,
ARTICLE XIV PROCUREMENT CODE OF THE TOWN OF KILLINGLY

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the following Ordinance be introduced and set down for Public Hearing on Tuesday October 8, 2019 at 7:00 p.m. in the Town Meeting Room of the Killingly Town Hall, 172 Main Street, Killingly, Connecticut:

**ORDINANCE AMENDING CHAPTER 2, ARTICLE XIV – PROCUREMENT CODE OF
THE TOWN OF KILLINGLY**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that, the following amendments as shown in underline or strike through to Chapter 2, Article XIV – Procurement Code of Town of Killingly Code of Ordinances be adopted:

Article XIV PROCUREMENT CODE OF THE TOWN OF KILLINGLY

Section 2-201 Purpose

The purpose of this Procurement Code is to:

- A. Provide for the fair and equitable treatment of all persons involved in public procurement by the Town of Killingly.
- B. Maximize the value of public funds in procurement.
- C. Provide safeguards for maintaining procurement procedures of quality and integrity.

Section 2-202 Application

- A. This Procurement Code applies to the procurement of supplies, services and construction for the Town, except for items or services specifically certified by the Board of Education as exempt from the Code as educational items not amenable to bid. It shall apply to every expenditure of public funds by

any general government department of the Town irrespective of the source of funding except when any purchase involves the expenditure of federal or state assistance or contract funds, where said purchases shall be conducted in accordance with any applicable laws and/or any federal, state or local regulations approved for the expenditure by the appropriate federal or state agency. Nothing in this Procurement Code, hereafter referred to as this code, shall prevent any department of the Town from complying with the terms and conditions of any grant, gift or request that is otherwise consistent with law. The use of any open bid rendered to the State of Connecticut, or the Council of Governments, or other governmental body or public procurement association with which Killingly is associated shall be considered in compliance with this code.

- B. In order to promote contracts with vendors having responsible employment practices, preference should be given to goods or services produced in the United States and to vendors known for their responsible labor practices. ~~Responsible labor practices shall include wage and benefit levels as may be required by Connecticut General Statutes and sufficient to meet basic needs while providing some discretionary income for a family of four, respect for workers' rights including the right to be heard and to organize and a safe and healthy work environment.~~
- C. All specifications shall be drafted to promote overall economy for the purposes intended and encourage competition in satisfying the Town's needs and shall not be unduly restrictive. The policy enunciated in this sub-section applies to all specifications including but not limited to those prepared for the Town by architects, engineer, designers, and draftsmen, and other professionals.

Section 2-203 Definitions

The following words, terms and phrases, when used in this code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Brand name or equal specification: A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet Town requirements, and which provides for the submission of equivalent products.

Brand name specification: A specification limited to one or more items by manufacturers' names or catalogue numbers.

Contract: All types of agreements including purchase orders, regardless of what they may be called, for the purchasing of supplies or services.

Contractor: Any person having a contract with the Town or any of its departments. The term "contractor" shall include the general or prime contractor and shall include subcontractors performing work under the contract.

Construction: The process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

Local Bidder: Any bidder having its registered principal place of business within the confines of the Town of Killingly.

Services: The furnishing of labor, time or efforts by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements or the appointment of the Town Attorney which shall be governed by Section 902 of the Town Charter.

Specification: Any description of the physical or functional characteristics or the nature of a supply or service item. It may include a description of any requirement for inspecting, testing or preparing a supply or service item for delivery.

Supplies: All consumables or property, including but not limited to equipment, materials, printing and leases for real property, excluding land or a permanent interest in land.

Section 2-204 Appointment, authority and duties of Purchasing Agent

- A. In accordance with Section 903 of the Town Charter, the appointment by the Town Manager of the Finance Director to be Purchasing Agent is herein confirmed.
- B. The authority and duties of the Purchasing Agent shall be as follows:

1. Except as may be otherwise provided, the Purchasing Agent shall serve as the principal purchasing official for the Town and shall be responsible for the purchasing of supplies or services in accordance with this code.
2. In accordance with this policy and subject to the supervision of the Town Manager, the Purchasing Agent shall:
 - a. Procure or supervise the purchasing of all supplies and services needed by the Town;
 - b. Exercise direct supervision over the Town's central stores and general supervision over all other storeroom inventories belonging to the Town;
 - c. Assist the departments of the Town with the establishment and maintenance of programs for specification development, contract administration and product inspection and acceptance and coordination of supplies and service purchases.

Section 2-205 Department responsibilities

- A. The responsibility of department heads regarding purchasing shall be as follows:
 1. Development of specifications for supplies or services shall be the responsibility of department heads. Any specifications to be included in an invitation for competitive sealed bids or proposals shall be submitted to the Purchasing Agent.
 2. When requesting for a purchase, the highest quality item(s) for a specified use at the lowest possible expense is required by all department heads, or their delegates.
 3. Department heads are required to control, supervise and maintain any necessary inventories in a storeroom. Such storerooms shall serve as the receiving and distribution points for materials purchased by a using department.
 4. With the exception of public works parts and fuel inventories, departments will be charged for items at the time of purchase. ~~Departments receiving parts and fuel from public works inventories will be charged as items are used.~~ The Highway Division of Public Works will conduct a physical inventory count of all supplies at such time as there is a change in personnel directly responsible for those storerooms, at fiscal year end, and as otherwise may be required throughout the year.
 5. Local purchasing is encouraged where competitive market prices exist except when subsection 7 of this section or Section 2-206 applies. Local purchasing ~~is required~~ shall be considered unless non-local purchasing is more cost effective. The following factors shall be considered to determine cost effectiveness:
 - a. Price;
 - b. Comparable quality;
 - c. Cost/ability to secure prices;
 - d. Shipping and handling cost;
 - e. Convenience of follow-up service;
 - f. Time to secure the supply, item or service.
 6. Inspection of incoming materials or services shall be performed for compliance with specifications. These inspections are to be maintained under rigorous review by department heads and their authorized designees. The receiving report copy of the purchase order and any packing slips are to be completed and returned to the Finance Department upon acceptance and payment of an order.
 7. Unless otherwise provided, the single purchase of a supply item in an amount estimated at ~~\$510,000.00~~ or above shall be made only by written contract award through a formal bidding procedure. No supply or service generally purchased in the whole shall be purchased as a sum of the parts for the purpose of avoiding the requirement to solicit bids. A single purchase of services in an amount estimated at ~~\$510,000.00~~ shall be made only by written contract award through the appropriate proposal procedure. Sole source purchases and emergency purchases as provided for respectively in Sections 2-209 and 2-210 shall be exceptions to these rules.
- B. Consistent with this code and with the approval of the Town Manager, the Purchasing Agent may adopt operational procedures relating to the execution of his or her duties.

Section 2-206 Competitive sealed bidding

All contracts of the Town for procurement at or in excess of \$ 5,000 shall be awarded by competitive sealed bidding except as otherwise provided in this code and in accordance with the following:

A. Public notices for inviting bids.

1. Newspapers. Notices inviting bids shall be published once in at least one official newspaper having a circulation in the Town and such other newspapers as may be necessary to ensure competition in the area and at least five ten (10) calendar days preceding the last day set for the receipt of proposals.
2. Town of Killingly website. Notice inviting bids shall be posted on the Town of Killingly website.
3. ~~Bidders' list. The Purchasing Agent shall also solicit sealed bids from all responsible prospective suppliers who have requested their names to be added to a "bidders' list" which the Purchasing Agent shall maintain, by sending them a copy of such newspaper notice or such other notice as will acquaint them with the proposed purchase or sale. The Purchasing Agent may remove from the list any prospective supplier that has failed to send a bid in response to the last two (2) solicitations sent by the Purchasing Agent.~~

B. Scope of notices shall:

1. ~~Include specifications and all contractual terms and conditions applicable to the purchase.~~
2. ~~1. The notice shall State where bid blanks and specifications may be secured and the time and place for opening bids.~~
3. ~~Notice Be sent to the any vendors on the bidders' list but shall be limited to transactions for commodities that are similar in character and ordinarily handled by the trade group to which the notices are sent.~~

C. Bid security:

1. Construction contracts exceeding \$50,000. Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the designated official for construction contracting management to exceed \$50,000.00. Bid security shall be a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Finance Director. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$50,000.00 when the circumstances warrant.
2. Bid security shall be in an amount equal to at least ten percent (10%) of the amount of the bid.
3. When the invitation for bids requires security, noncompliance requires that the bid be rejected.
4. If a bidder is permitted to withdraw a bid before award as provided in Section 2-206, Subsection (H)(a) of this code, no action shall be taken against the bidder or the bid security.
5. Refund of deposit. The Purchasing Agent shall return the security deposit of any unsuccessful bidder.
6. Forfeit of deposit. The deposit of a successful bidder shall be forfeited if he fails to enter into a contract within ten (10) days after the award.

D. Contract Performance and Payment Bond:

1. When a construction contract is awarded in excess of \$50,000.00, the following bonds or security shall be delivered to the Town and shall become binding on the parties upon the execution of the contract:
 - a. A performance bond satisfactory to the Finance Director executed by a surety company authorized to do business in Connecticut; and
 - b. A payment bond satisfactory to the Finance Director executed by a surety company authorized to do business in the state. The bond shall be in the amount equal to 100 percent of the price specified in the contract.
2. Nothing in this section shall be construed to limit the authority of the Town to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in subsection A of this section. Nor shall this section be construed to limit the authority of the Town to require warranties or guarantees against defects where circumstances recommend them.

E. Sealed bids.

All bids submitted pursuant to the terms of this section shall be sealed and identified on the envelope as bids.

F. Bid opening procedures.

1. Opening. Bids shall be opened in public at the time and place announced in the public notices required in this article. The amount of each bid, and such other relevant information as the

Purchasing Agent deems appropriate, together with the name of each bidder shall be publicly read for the benefit of any bidders and each bid shall be open to public inspection.

2. Postponement due to closing. If Town Hall shall be closed for weather or any other conditions, bid opening date shall be postponed until the same hour on the next day that Town Hall is officially open for business.

G. Evaluation:

Bids shall be unconditionally accepted without alteration or correction, except as authorized in this code. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in a bid evaluation that is not set forth in the invitation for bids.

H. Corrections, Withdrawals

Correction or withdrawal of inadvertently erroneous bids before or after bid opening or cancellation of awards or contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be withdrawn. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. In lieu of a bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- a. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
- b. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent and approved by the Town Manager.

I. Tie bids.

1. If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.
2. Where all tie bidders or none of them are local bidders, the Purchasing Agent shall award the contract by drawing lots.

J. Rejection of bids when in public interest.

The Purchasing Agent shall have the authority to reject all bids, parts of all bids or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby. The reasons therefore shall be made part of the contract file. Each solicitation issued by the Town shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interest of the Town. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future purchases(s) of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or proposers.

K. Rejection of bid where bidder is in default to the Town.

1. The Purchasing Agent shall not accept the bid of a contractor who is in default on the payment of taxes, licenses or other monies due the Town, or of a contractor, a principal of which is in default on the payment of taxes, licenses or other monies due the Town. The Purchasing Agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the Town.
2. As used in this section:
 - a. a "principal" of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and,
 - b. "default in the payment of taxes" shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Revenue Collector.

L. Award of contract.

The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

M. Award to other than lowest bidder; reasons must be stated.

When the award is not given to the lowest responsive bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Purchasing Agent and filed in ~~his~~the records with the other documents relating to the award.

N. Considerations used in determining lowest responsible bidder.

The Purchasing Agent shall consider the following in ~~his~~the determination of who is the lowest responsible bidder:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service, including, but not limited to, the provisions of subsection O of this section.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
- g. The quality, availability, and adaptability of the supplies, or contractual services to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the subject of the contract.

O. Contractual provisions concerning fair wages and employment of residents.

1. All contracts entered into between the Town and contractors which utilize trades persons or laborers by the contractor in the performance of the contract shall incorporate the following provisions:
 - a. The contractor and all subcontractors will not employ any illegal aliens to work on any projects in the Town of Killingly;
 - b. ~~All contractors and subcontractors will provide copies of Federal DHS Form I-9 for each employee assigned to working for the Town of Killingly;~~
 - c. Violations of this section will result in permanent disbarment from future work for the Town of Killingly.
 - d. Preference shall be given to residents of the Town of Killingly in the hiring of labor necessary to the construction, remodeling or repairing of public buildings of the Town.
 - e. In the event the contractor is restricted by labor contracts, or the required specific skills that are not available in the Town of Killingly, the contractor may hire tradesmen and/or laborers who reside outside the Town.
2. Where applicable, construction of any public works project shall be performed in accordance with Connecticut General Statutes, Section 31-53 as it may be amended from time to time.*
3. All workers furnishing the goods and services in connection with the construction shall be properly classified as employees rather than independent contractors, causing them to be treated accordingly for the purposes of pay, benefits, worker's compensation, insurance coverage, unemployment compensation coverage, social security taxes and income tax withholding.
4. ~~All contractors must maintain appropriate industrial accident insurance coverage for all employees.~~
5. In contracts where the total cost of all work to be performed exceeds one hundred thousand dollars (\$100,000.00) and in all cases wherein one or more apprentices are employed, the employer shall be affiliated with a state-certified apprenticeship program and must register all apprentices with the division and abide by the apprentice to journeyman ratio for each trade prescribed therein.
6. If a contractor signing a contract required under this subsection is found to have violated the provisions of ~~this~~said contract, it shall, if already paid by the Town, reimburse to the Town one percent (1%) of the payment that would have otherwise been owed by the Town for every count of violation found.

If a contractor signing a contract required under this subsection is found to have violated the provisions of the contract and it has not already been paid by the Town, the Town shall withhold from payment one percent (1%) of the payment that would have otherwise been owed by the Town for every count of violation found. For these purposes, each day of violation and each worker affected shall be deemed a separate count. If a contractor signing a contract required under this subsection is found to have violated the provisions of this said contract they will be barred from performing any work on future projects for six months for a first violation, three years for a second violation, and permanently for a third violation. Each construction contract entered into by the Town shall recite that the contractor understands and agrees to the terms of this section.

~~* Note: Section 31-53, on the effective date of this code, provided that: In contracts for new construction of any public works project where the total cost of all work to be performed by all contractors and subcontractors exceeds four hundred thousand dollars (\$400,000.00) and in contracts for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project where the total of all work to be performed by all contractors and subcontractors exceeds one hundred thousand dollars (\$100,000.00), all tradesmen and laborers hired to perform under the contract shall be paid at the prevailing rates for the same work in the same trade in the town and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the state labor department unless otherwise required to qualify for a federal grant pertaining to the contract.~~

7. As used herein, the term "contractor" shall include the general or prime contractor and shall include subcontractors performing work under the contract.
 8. This bid procedure may be waived by the Town Manager when State Contracts are available for participation by local communities.
- P. Responsibility for selection of methods, of construction contract management.
- The Town Manager shall designate the official(s) to be responsible for any construction project in excess of \$35,000 that is not under the jurisdiction of the Permanent Building Commission as provided in Article IX of the Killingly Code of Ordinances. The designated official shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the designated official shall consider the Town's requirements, its resources and the potential contractor's capabilities. The designated official shall include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project. This contract provision will be executed with the advice and consent of the Town Council or designee.
- Q. Subdivision of contract prohibited.
- No contract or purchase shall be subdivided by the Purchasing Agent or any department head in order to circumvent or avoid the requirements of this division.
- R. Nondiscrimination provisions.
- Invitations to bid issued by the Town, on behalf of boards and commissions seeking contractual services for the construction of capital improvements shall include provisions concerning the payment of prevailing wages when called for pursuant to the provisions of 31-53a, proper classification as employees rather than as independent contractors, participation in a state-certified apprenticeship program, non-discrimination, anti-kickback, and conflict of interest similar to the type found in federal invitations to bid.
- S. Legal review and approval of contracts.
- No contract for goods or services to which the Town or any of its boards, commissions, departments, agencies or officials is a party shall be executed until the same has been reviewed and approved by corporation counsel with respect to form and legal substance. The Town shall not be bound by any contract unless such contract has been reviewed and approved by corporation counsel prior to its execution.

Section 2-207 Contracting for professional services

- A. For the purpose of procuring professional services such as auditing, accounting, banking, computer or information processing, architect, engineering, land surveying, clergy, medical, veterinary or dental; the department of the Town requiring such services may procure them on its own behalf following notification to the Purchasing Agent and in accordance with the selection procedures specified in this section.
- B. Except as provided under the provisions for sole source purchasing and emergency purchasing, professional services as described in subsection A. of this section shall be procured as follows:
 - 1. Persons engaged in providing the described professional services may submit statements of qualifications and expressions of interest in providing such professional services. The department of the Town using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.
 - 2. Adequate notice of the need for such services shall be given by the Town department requiring the services through a request for ~~services~~proposals. The request for proposals shall describe the service required, list the types of information and data required of each proposer, and state the relative importance of particular qualifications.
- C. Sealed proposals shall be preferred but for purposes of expanding competition, proposals may be received by ~~facsimile~~electronic format in accordance with procedures that ensure the security of the proposals to be developed by the Purchasing Agent and telephone bids may be authorized by the Town Manager where such bids constitute an industry standard.
- D. Discussions may be conducted with any proposer who has submitted a proposal to determine such proposer's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other proposers.
- E. Award shall be made to the proposer determined in writing by the Purchasing Agent and the head of the Town department procuring the required professional services to be best qualified based on evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified proposer, then negotiations will be formally terminated with the selected proposer. If proposals were submitted by one or more other proposers determined to be qualified, negotiations may be conducted with such other proposers, in the order of their respected qualification ranking, and the contract may be awarded to the proposer then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

Section 2-208 Small purchases

- A. Any contract not exceeding ~~\$510,000.00~~ may be made in accordance with the small purchase procedures authorized in this section.
- B. Insofar as it is practical for small purchases in excess of ~~\$3-1,000.00~~, no less than three businesses shall be solicited to submit quotations. Quotations may be accepted by telephone and electronically. Award shall be made to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded with purchase orders and maintained as a public record.

Section 2-209 Sole source purchasing

A contract may be awarded without competition when the Purchasing Agent with the approval of the Town Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply or service item. The Purchasing Agent with the appropriate department head or designee shall conduct negotiations, as appropriate, as to price, delivery and terms. A record of sole source purchases shall be maintained as a public record and shall list each vendor's or contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract and the identification number of each contract file.

Section 2-210 Emergency purchasing

Notwithstanding any other provision of this policy, the Town Manager may make or authorize others to make emergency purchases of supplies or services when there exists a threat to public health, welfare or

safety; provided that such emergency purchases shall be made with such competition as is practicable under the circumstances.

Section 2-211 Brand name or equal specification

- A. Brand name or equal specification may be used when the Purchasing Agent determines in writing that:
 - 1. No other design or performance specification or qualified products list is available;
 - 2. Time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - 3. The nature of the product or the nature of the Town's requirements makes use of a brand name or equal specification suitable for purchasing; or
 - 4. Use of a brand name or equal specification is in the Town's best interest.
- B. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
- C. Where brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

Section 2-212 Brand name specification

- A. Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Agent makes a written determination that only the identified brand name item or items will satisfy the Town's needs.
- B. The Purchasing Agent shall seek to identify sources from which the designated brand name item(s) can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the purchases shall be made under Section 2-209 of this code.
(Ord. of 12-11-07)

BE IT FURTHER ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the amendment shall be published in summary with full copies available at the Town Clerk, Town Manager and Public Library for public inspection.

KILLINGLY TOWN COUNCIL
Jonathan Cesolini
Chairman

Dated at Killingly, Connecticut,
this 10th day of September 2019

Discussion followed.

Voice vote: Unanimous. Motion passed.

15b. Consideration and action on a resolution to authorize the expenditure of capital non-recurring funds to replace fully-depreciated copier equipment in the Town Hall

Mr. A. Griffiths made a motion, seconded by Mr. Anderson, to adopt the following:

RESOLUTION TO AUTHORIZE THE EXPENDITURE OF CAPITAL NON-RECURRING FUNDS TO REPLACE FULLY-DEPRECIATED COPIER EQUIPMENT IN THE TOWN HALL

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager is herein authorized to expend up to \$25,178 currently reserved from the capital non-recurring account to replace the copier equipment in the Town Hall.

KILLINGLY TOWN COUNCIL
Jonathan Cesolini
Chairman

Dated at Killingly, Connecticut,
this 10th day of September 2019

16. Council Member Reports and Comments:

Mr. Grandelski attended the IWWC meeting in place of Mr. A. Griffiths.

Mr. Kerttula reported on the Ordinance Subcommittee meeting.

Ms. LaBerge reported on the ZBA meeting, the P&Z meeting, KBA, and the Solid Waste Subcommittee.

Mr. D. Griffiths reported on the NDDH meeting and attended the informational meeting on Town-wide Trash Pickup on Sat and the Ag Commission meeting.

Mr. A. Griffiths reminded everyone of the upcoming Tomato Fest. He also reported on the Ordinance Subcommittee meeting.

17. Executive Session: None

18. Adjournment:

Mr. D. Griffiths made a motion, seconded by Mr. Anderson, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 8:00 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

Item #6 (a)

**PROCLAMATION RECOGNIZING OCTOBER 2019 AS
BREAST CANCER AWARENESS MONTH**

WHEREAS, breast cancer is the second most diagnosed form of cancer for women in the United States and is expected to be detected in 1 out of 8 women in America every year; and

WHEREAS, early detection is important to ensure the most effective diagnosis and treatment possible; and

WHEREAS, it is vital to educate women on the risk factors and the causes of breast cancer, as well as possible preventative measures and annual mammography screening for women over 40; and

WHEREAS, researchers, scientists, numerous nonprofit organizations, and breast cancer survivors are dedicated to discovering the cure for breast cancer and educating women about breast cancer; and

WHEREAS, all breast cancer survivors should be recognized for their determination and courage and acknowledge that these survivors give us hope for a better future for those affected by this disease;

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the month of October hereby be recognized as Breast Cancer Awareness Month; and

BE IT FURTHER PROCLAIMED that all citizens learn the facts about breast cancer and along with practicing a healthy lifestyle, obtain regular breast cancer screenings.

KILLINGLY TOWN COUNCIL

Jonathan Cesolini
Chairman

Dated at Killingly, Connecticut
this 8th day of October 2019

Interview Candidates for Boards and Commission

RE-APPOINTMENTS - None

APPOINTMENTS

Name: Chad Faucher

Commission: Public Safety Commission

Term: 10-1-2019 to 12-31-2022



TOWN OF KILLINGLY

TOWN MANAGER'S OFFICE

172 Main Street, Killingly, CT 06239
Tel: 860-779-5335 Fax: 860-779-5382

FOR OFFICE USE ONLY

Interview Date:

Interview Time:

Action Taken:

All Questions Completed: ☐ Yes ☐ No

Boards & Commissions Questionnaire

Date: 09/10/2019

Name: Chad Faucher

Residence Address: 211 Maple Street, Danielson, CT 06239

Mailing Address: Same

Occupation: CDL A Student, unemployed

Phone Number: Home: _____ Business: _____ Cell: 860-790-7281

E-Mail Address: chad.faucher74@gmail.com

1. How long have you lived in Killingly? 18 Years
2. Are you a registered voter of the Town of Killingly? ☒ Yes ☐ No:
3. What is your party affiliation? ☒ Republican ☐ Democrat ☐ Unaffiliated/Other
4. Which Board or Commission appointment are you seeking? Safety
5. Would you prefer a **regular** position, **alternate** position, or **it doesn't matter**. (Please circle one)
6. Why are you seeking appointment to this Board or Commission? I am looking to become more involved with our town
7. What is your experience or knowledge regarding this Board or Commission? I am currently a volunteer for the Danielson FD and have volunteered for an ambulance in the past also.
8. State your philosophy in regard to this Board or Commission: Keeping the streets safe for our kids and ourselves is the most important. Education and trust from our volunteers and employed law enforcement goes very far with our residents
9. Boards and Commissions meet a minimum of 15 times per year; more if there are special meetings or projects. Therefore, it is required for all members to be in attendance to insure a quorum. Are you able to devote this amount of time? ☒ Yes ☐ No

10. Have you attended any meetings of the Board or Commission for which you are seeking an appointment? ☐ Yes ☒ No

If yes, how many times in the past twelve months? _____

11. Would there be a possible conflict of interest if you were appointed to this Board or Commission? ☐ Yes ☒ No

If yes, please explain: _____

12. Have you ever come before or dealt with the Board or Commission to which you are seeking appointment? ☐ Yes ☒ No

13. Have you ever served on a local government Board or Commission in this or any other town? ☐ Yes ☒ No

If yes, please explain: _____

14. If no openings exist on the Board or Commission to which you are seeking appointment, would you accept an alternate Board or Commission? ☐ Yes ☒ No

If yes, please list the Board(s) or Commission(s) in priority order:

1. _____

2. _____

3. _____

IF ADDITIONAL SPACE IS NEEDED, PLEASE CONTINUE ON REVERSE SIDE. RETURN TO: KILLINGLY TOWN MANAGER, 172 MAIN STREET, KILLINGLY, CT 06239. PLEASE CALL IF YOU HAVE ANY QUESTIONS: 860-779-5334.



TOWN OF KILLINGLY

FINANCE DEPARTMENT

172 Main Street, Killingly, CT 06239

Tel: 860-779-5339 Fax: 860-779-5363

Finance Department Budget Review

September 30, 2019

To: Mary Calorio, Town Manager

September 2019 Revenues

The Town's fiscal year 2019-2020 collections appear to be within expectations at 37.02% of the overall budget for general town revenue. In the prior year, September 2018 revenue collections represented 34.30%. Favorable year to date receipts include revenues for property taxes, licenses, permits and charges for services. These revenues have also had increased collections as compared to the same period in the prior year.

September 2019 Expenditures

Budget to actual results for total Town operations and debt service expenditures are currently at 13.28% for the month of September 2019 and compared to 16.74% in the prior year (September 2018). Many subscriptions and services with annual renewal become due and payable within the first few months of the fiscal year and several other services are subject to a payment schedule due in quarterly installments. In addition, the Town has moved forward with many highway initiatives related to road maintenance in effort to focus on those tasks which can be completed before the winter season. As such costs related to the purchase of materials and supplies have significant utilization. Below is a summary discussion of expenditure line items with significant year to date utilization, but remain within budgeted expectations:

Current Month Discussion:

1. Town Commissions & Service Agencies – Contractual Services

Budgeted expenditures remain consistent with expectations. Year to date utilization of budget is higher than overall budget expectations due to the timing of payments due each year for the activities related to Town commissions and related service agencies.

Prior Month Discussion:

1. Town Council - Contractual Services

Year to date costs represent annual dues for the Town's memberships and affiliations which become due and payable in August for the entire fiscal year. The year to date budget to actual is consistent with expectations and the prior year.

2. Town Manager - Contractual Services

Year to date costs represent annual dues and subscriptions for professional development and affiliations for which become due and payable in August for the entire fiscal year. The year to date budget to actual is consistent with expectations and the prior year.

September 2019 Expenditures (Continued)

Prior Month Discussion (Continued):

3. Registration/Elections - Contractual Services

These expenditures represent the costs associated with the annual maintenance contract for the Town's voter/elections systems is renewable each fiscal year in July.

4. Information Technology – Contractual Services

Current expenditures for information technology included quarterly installments for many of the Town's IT products. Current costs to date remain with budgeted expectations.

5. Highway Maintenance- Contractual Services/Materials and supplies

Current expenditures reflect commitments for line striping, tree removal and paving projects on various Town roadways to be conducted during the summer/fall season. These are planned initiatives reflective of what has been approved in the current year budget.

6. Recreation Admin and Program - Personnel Services

Consistent with budget expectations, year to date budget to actual includes the seasonal staff for summer programs and these costs are also consistent with the prior year.

7. Recreation Admin and Program - Contractual

Consistent with budget expectations, year to date budget to actual includes costs related to summer programs and are consistent with the prior year.

8. Public Library - Contractual Services

Costs related to data processing are renewed annually and are within budget expectations.

9. Animal Control – Contractual Services

Animal control services are paid in quarterly installments. Costs are consistent with the prior year and are within current budget expectations.

10. Human Service Subsidies

A majority of the Town's human service subsidy contracts are paid in quarterly installments. Costs are consistent with the prior year and are within current budget expectations.

11. Insurance

Insurance contracts are paid in quarterly installments. Costs are consistent with the prior year and are within current budget expectations.

TOWN OF KILLINGLY
Estimated Revenue Detail
Monthly Report Through September, 2019

REVENUE ITEM	Fiscal Year 2019-2020		
	Budget	September	Percent
TAXES			
Current Property Taxes	35,335,858	14,468,876	40.95%
Back Taxes	750,000	145,879	19.45%
Penalty Fees	11,260	2,049	18.20%
Tax Interest	360,668	38,944	10.80%
Supplemental Motor Vehicle	350,000	-	0.00%
Remediation Financing	(150,595)	-	0.00%
TOTAL	\$36,657,191	\$14,655,748	39.98%
LICENSES & PERMITS			
Building Permits	215,000	53,624	24.94%
P&Z Permits	14,000	7,781	55.58%
Other Permits	8,000	1,120	14.00%
Airplane Tax	1,800	-	0.00%
TOTAL	\$238,800	\$62,525	26.18%
FINES & FEES			
Library Fines & Fees	14,500	3,226	22.25%
Alarm Reg Fees and Fines	1,500	900	60.00%
Animal Control Fines & Fees	500	1,139	227.80%
TOTAL	\$16,500	\$5,265	31.91%
USE OF MONEY & PROPERTY			
Interest Income	80,000	53,998	67.50%
Louisa E. Day Trust	60	-	0.00%
Thomas J. Evans Trust	30	-	0.00%
Communication Tower Lease	110,000	19,512	17.74%
TOTAL	\$190,090	\$73,510	38.67%
STATE GRANTS IN LIEU OF TAXES			
State-Owned Property	149,332	-	0.00%
Disability Exemption	4,162	-	0.00%
Veterans' Exemption	11,665	-	0.00%
Municipal Stabilization Grant (New)	268,063	-	0.00%
	\$433,222	-	0.00%
OTHER STATE GRANTS			
Pequot/Mohegan Fund Grant	94,184	-	0.00%
Municipal Grants - In - Aid	706,717	-	0.00%
Adult Education	104,002	72,138	69.36%
TOTAL	\$904,903	\$72,138	7.97%

TOWN OF KILLINGLY
Estimated Revenue Detail
Monthly Report Through September, 2019

	Fiscal Year 2019-2020		
REVENUE ITEM	Budget	September	Percent
CHARGES OF SERVICE			
Community Development	100,000	6,305	6.31%
Town Clerk	166,000	44,956	27.08%
Conveyance Tax	200,000	51,874	25.94%
Elderly Housing - Sewer PILOT	20,939	-	0.00%
Recreation	124,500	11,988	9.63%
District Collections	15,275	-	0.00%
TOTAL	626,714	115,123	18.37%
OTHER REVENUES			
Miscellaneous	50,000	76,912	153.82%
Sewer Assessment Fund	15,000	-	0.00%
Sewer Operating Fund	1,231,695	-	0.00%
PILOT - Telecommunications	50,000	-	0.00%
School Capital Contribution	267,579	-	0.00%
TOTAL	1,614,274	76,912	4.76%
GENERAL TOWN REVENUE	\$40,681,694	\$15,061,220	37.02%
SCHOOL			
Educational Cost Sharing	15,245,633	-	0.00%
Vocational Agriculture	645,347	167,361	25.93%
Tuition:			
Regular	1,548,612	-	0.00%
Special Ed-Voluntary	200,000	-	0.00%
Vocational-Agriculture	818,760	-	0.00%
F-1 Tuition Student	310,460	78,000	0.00%
TOTAL	\$18,768,812	\$245,361	1.31%
Fund Balance	300,000	-	0.00%
TOTAL REVENUES	59,750,506	15,306,581	25.62%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through September, 2019

Expenditure	Fiscal Year 2019-20			
	Budget	Transfers	September	Percent
<u>GENERAL GOVERNMENT</u>				
Town Council				
Personnel Services	11,100	-	1,688	15.20%
Contractual Services	34,100	-	11,439	33.54%
Materials and Supplies	1,000	-	43	4.25%
Total	<u>\$46,200</u>	<u>\$0</u>	<u>\$13,169</u>	<u>28.50%</u>
Town Manager				
Personnel Services	263,300	-	45,480	17.27%
Contractual Services	27,300	-	8,571	31.39%
Materials and Supplies	2,500	-	182	7.28%
Total	<u>\$293,100</u>	<u>\$0</u>	<u>\$54,232</u>	<u>18.50%</u>
Legal Services				
Contractual Services	79,200	-	11,589	14.63%
Total	<u>\$79,200</u>	<u>\$0</u>	<u>\$11,589</u>	<u>14.63%</u>
Town Clerk				
Personnel Services	156,940	-	27,222	17.35%
Contractual Services	30,100	-	4,859	16.14%
Materials and Supplies	1,800	-	443	24.63%
Total	<u>\$188,840</u>	<u>\$0</u>	<u>\$32,525</u>	<u>17.22%</u>
Finance				
Personnel Services	231,840	-	42,725	18.43%
Contractual Services	54,650	-	1,076	1.97%
Materials and Supplies	1,700	-	346	20.33%
Total	<u>\$288,190</u>	<u>\$0</u>	<u>\$44,146</u>	<u>15.32%</u>
Assessor				
Personnel Services	173,455	-	28,787	16.60%
Contractual Services	7,560	-	463	6.13%
Materials and Supplies	1,500	-	135	9.02%
Total	<u>\$182,515</u>	<u>\$0</u>	<u>\$29,386</u>	<u>16.10%</u>
Revenue Collection				
Personnel Services	188,140	-	32,963	17.52%
Contractual Services	35,500	-	2,617	7.37%
Materials and Supplies	2,300	-	426	18.53%
Total	<u>\$225,940</u>	<u>\$0</u>	<u>\$36,006</u>	<u>15.94%</u>
Registration/Elections				
Personnel Services	56,065	-	4,016	7.16%
Contractual Services	16,450	-	3,892	23.66%
Materials and Supplies	500	-	-	0.00%
Total	<u>\$73,015</u>	<u>\$0</u>	<u>\$7,908</u>	<u>10.83%</u>

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through September, 2019

Expenditure	Fiscal Year 2019-20			
	Budget	Transfers	September	Percent
Town Comm. & Service Agencies				
Contractual Services	72,214	-	37,300	51.65%
Total	\$72,214	\$0	\$37,300	51.65%
Planning and Development				
Personnel Services	237,275	-	38,059	16.04%
Contractual Services	6,210	-	227	3.66%
Materials and Supplies	1,100	-	313	28.45%
Total	\$244,585	\$0	\$38,599	15.78%
Information Technology				
Contractual Services	193,000	-	80,138	41.52%
Total	\$193,000	\$0	\$80,138	41.52%
Town Hall Building				
Contractual Services	86,880	-	15,131	17.42%
Materials and Supplies	2,700	-	-	0.00%
Capital Outlay	11,006	-	-	0.00%
Total	\$100,586	\$0	\$15,131	15.04%
Economic Development				
Personnel Services	129,205	-	22,293	17.25%
Contractual Services	7,700	-	235	3.05%
Materials and Supplies	500	-	95	18.97%
Total	\$137,405	\$0	\$22,622	16.46%
Highway Division Supervision				
Personnel Services	222,910	-	28,231	12.66%
Contractual Services	11,000	-	1,359	12.36%
Materials and Supplies	750	-	213	28.45%
Capital Outlay	7,313	-	-	0.00%
Total	\$241,973	\$0	\$29,804	12.32%
Engineering				
Personnel Services	332,510	-	46,991	14.13%
Contractual Services	16,000	-	506	3.16%
Materials and Supplies	8,700	-	1,495	17.18%
Capital Outlay	11,074	-	-	0.00%
Total	\$368,284	\$0	\$48,992	13.30%
Central Garage				
Personnel Services	225,470	-	33,256	14.75%
Contractual Services	126,700	-	15,941	12.58%
Materials and Supplies	286,000	-	45,549	15.93%
Capital Outlay	6,067	-	-	0.00%
Total	\$644,237	\$0	\$94,746	14.71%
Highway Maintenance				
Personnel Services	821,000	-	124,664	15.18%
Contractual Services	54,250	-	13,859	25.55%
Materials and Supplies	316,000	-	234,552	74.23%
Capital Outlay	331,738	-	-	0.00%
Total	\$1,522,988	\$0	\$373,076	24.50%


TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through September, 2019

Expenditure	Fiscal Year 2019-20			
	Budget	Transfers	September	Percent
Highway Winter Maintenance				
Personnel Services	115,000	-	-	0.00%
Contractual Services	9,000	-	-	0.00%
Materials and Supplies	294,500	-	-	0.00%
Total	\$418,500	\$0	\$0	0.00%
Recreation Admin. & Program				
Personnel Services	387,710	-	119,741	30.88%
Contractual Services	52,500	-	24,313	46.31%
Materials and Supplies	20,750	-	1,723	8.30%
Capital Outlay	3,053	-	1,569	51.39%
Total	\$464,013	\$0	\$147,346	31.75%
Parks and Grounds				
Personnel Services	158,675	-	32,035	20.19%
Contractual Services	54,620	-	17,247	31.58%
Materials and Supplies	42,900	-	4,985	11.62%
Capital Outlay	17,713	-	-	0.00%
Total	\$273,908	\$0	\$54,267	19.81%
Public Library				
Personnel Services	411,368	-	62,051	15.08%
Contractual Services	141,850	-	58,750	41.42%
Materials and Supplies	10,750	-	1,616	15.04%
Capital Outlay	2,301	-	-	0.00%
Total	\$566,269	\$0	\$122,417	21.62%
Civic & Cultural Activities				
Contractual Services	3,500	-	-	0.00%
Total	\$3,500	\$0	\$0	0.00%
Community Center				
Personnel Services	17,500	-	2,727	15.58%
Contractual Services	78,000	-	8,444	10.83%
Materials and Supplies	9,000	-	1,269	14.10%
Total	\$104,500	\$0	\$12,440	11.90%
Other Town Buildings				
Contractual Services	15,080	-	1,870	12.40%
Materials and Supplies	750	-	-	0.00%
Total	\$15,830	\$0	\$1,870	11.81%
Building Safety & Inspections				
Personnel Services	258,160	-	37,586	14.56%
Contractual Services	6,350	-	426	6.71%
Materials and Supplies	1,950	-	262	13.42%
Capital Outlay	13,924	-	-	0.00%
Total	\$280,384	\$0	38,274	13.65%
Animal Control				
Contractual Services	54,092	-	13,523	25.00%
Materials and Supplies	60	-	-	0.00%
Total	\$54,152	\$0	13,523	24.97%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through September, 2019

Expenditure	Fiscal Year 2019-20			
	Budget	Transfers	September	Percent
Law Enforcement				
Personnel Services	334,500	-	26,997	8.07%
Contractual Services	711,610	-	6,263	0.88%
Materials and Supplies	13,000	-	615	4.73%
Capital Outlay	25,500	-	-	0.00%
Total	<u>\$1,084,610</u>	<u>\$0</u>	<u>\$33,875</u>	<u>3.12%</u>
Community Development				
Personnel Services	163,270	-	28,325	17.35%
Contractual Services	11,450	12,000	1,245	5.31%
Materials and Supplies	1,150	-	128	11.14%
Total	<u>\$175,870</u>	<u>\$12,000</u>	<u>\$29,699</u>	<u>15.81%</u>
Human Service Subsidies				
Contractual Services	469,173	-	173,643	37.01%
Total	<u>\$469,173</u>	<u>\$0</u>	<u>\$173,643</u>	<u>37.01%</u>
Employee Benefits				
Contractual Services	1,592,850	-	101,663	6.38%
Total	<u>\$1,592,850</u>	<u>\$0</u>	<u>\$101,663</u>	<u>6.38%</u>
Insurance				
Contractual Services	725,000	-	320,647	44.23%
Total	<u>\$725,000</u>	<u>\$0</u>	<u>\$320,647</u>	<u>44.23%</u>
Special Reserves & Programs				
Contractual Services	352,000	(12,000)	35,737	10.51%
Total	<u>\$352,000</u>	<u>(\$12,000)</u>	<u>\$35,737</u>	<u>10.51%</u>
General Town Operating Expenditures	\$11,482,831	\$0	\$2,054,771	17.89%
Debt Service	3,508,900	-	30,301	0.86%
Total	<u>\$3,508,900</u>	<u>\$0</u>	<u>\$30,301</u>	<u>0.86%</u>
Solid Waste Disposal Fund Subsidy	321,191	-	-	0.00%
	<u>321,191</u>	<u>\$0</u>	<u>\$0</u>	<u>0.00%</u>
Due To CNR Education	291,978	-	-	0.00%
	<u>291,978</u>	<u>\$0</u>	<u>\$0</u>	<u>0.00%</u>
Teachers Retirement	98,333	-	-	0.00%
	<u>98,333</u>	<u>\$0</u>	<u>\$0</u>	<u>0.00%</u>
TOTAL OPERATIONS & DEBT SERVICE	\$15,703,233	\$0	\$2,085,071	13.28%
General Fund - Education	44,047,273	-	4,731,701	10.74%
	<u>44,047,273</u>	<u>\$0</u>	<u>\$4,731,701</u>	<u>10.74%</u>
Total Expenditures	<u>\$59,750,506</u>	<u>\$0</u>	<u>\$6,816,773</u>	<u>11.41%</u>

MEMO: Steve Rioux, Superintendent of Schools

FROM: Christine Clark, Manager of Business Affairs 

RE: Financial Report- Year-End Follow-up (2018-2019)

DATE: September 6, 2019

Attached please find the financial report as of August 31, 2019 (with print date 9/3/19) for fiscal year 2018-2019 which reflects expenditures and encumbrances of \$43,037,624 or 98.52% of the \$43,684,951 budget. Encumbrances of \$436,401 are currently open and included within the total expenditures. As these encumbrances are closed in the coming months, their impact will determine the final balance returned to the Town.

In brief, the analysis is as follows:

1. **BOTTOM LINE:** The financial report summarizes the expenditures as included in our financial system to date and reflects an available balance of \$647,327. With the request to the Town Council to transfer \$436,849 of the anticipated surplus to the Unexpended Education Funds account, a balance of \$210,478 would remain. We are still closing out encumbrances-sums set aside during the year for anticipated costs, but not expended to date. Currently there are forty outstanding purchase orders. Some of the encumbrances will be exhausted when year-end bills are received, but others may generate no additional costs, and should be closed, releasing their reserved funds back into the budget, to apply against other obligations. Thus, the attached financial report is really a "snapshot" of our financial status at present. It will continue to evolve, even though the actual fiscal year has concluded. Commentary follows on several account groups worthy of note.

SALARIES:

Salary accounts in total netted a positive balance of \$980,000 that was forecast as \$780,000 in the May 2019 monthly financial report. The additional \$200,000 occurred in nine line items, including Teacher Salaries (5113), Tutoring (5115), Stipends (5119), Para-Professionals (5122), Operations/Maintenance (5124), Transportation (5125), Substitutes (5126), Temporary (5128) and Overtime (5130). Budget savings resulted from a combination of differences in the conservative projections made in the May report, reimbursements from workers' compensation, grant offsets, unfilled positions, docks in pay, and unworked hours for hourly paid staff.

A few salary accounts ended the year with negative balances including:

Finance/HR/Computer (5114)- A line item deficit of \$(4,861) resulted from the resignation and replacement of the Director of Information Technology effective 6/30/19 from the payout of unused vacation and compensation for job shadowing.

Secretarial/Clerical (5121)- Secretarial salaries exceeded budget by \$(14,263) due to several FMLA leaves at KHS and KCS as well as additional support in the transportation department.

Substitutes (5126)- Substitute teacher pay exceeded budget by \$(17,636) that had been estimated as high as \$(37,000) in May. The deficit in substitutes is an offset to the budget surplus in Teacher Salaries (5113) resulting from FMLA and child-rearing absences filled with a combination of long-term and short-term substitutes. Current year expenditures for substitutes of \$430,636 is higher than the past few years due to usage and an increase in the substitute pay rates. Historically, the expenditures for 2017-2018 were \$305,854, for 2016-2017 \$312,768 and for 2015-2016 \$387,734.

BENEFITS:

As anticipated, benefits yielded a significant positive balance of \$1,020,000 primarily due to savings in health and dental insurance.

Unemployment Compensation (5250)- A line item deficit of \$(13,337) is due to the accrual of approximately \$25,000, which represents accumulated charges from the Department of Labor that we are looking to resolve. At this point, the origin of the charges is unknown and it is uncertain what portion of the balance may be paid.

OTHER:

Field Trips (5324)- An overall line item deficit of \$3,025 primarily attributable to high school athletic trips, which were outsourced due to the lack of available in-district drivers. The invoiced charges for these trips exceeded the budgeted in-district costs. Offsets to some of these charges are reflected in the balances remaining in driver salaries, related taxes and motor fuels.

Repairs/Maintenance Services (5430)- The majority of the \$182,116 line item deficit is due to the installation of the KMS playground for \$190,309.

Pupil Transportation (5510)- Payments to outside transportation providers for both regular and special education transportation resulted in a line item deficit of \$79,245. While the transportation needs were budgeted, the use of supplemental services was not anticipated. Offsets are reflected in savings on line items for driver salaries, related taxes, and motor fuels.

Tuition (5560)- As anticipated, a line item deficit of \$26,718 resulted from a greater number of students enrolled in magnet schools than budgeted for 2018-2019. This line item includes both the regular and special education tuition for students enrolled in choice schools. The 2019-2020 budget was increased to cover similar enrollment. Any significant changes in enrollment numbers will need to be considered.

Local Placement Tuition (5561) and Agency Placement Tuition (5562)- The 2018-2019 line items were over expended by \$1,055,305 as a result of student movement throughout the year. Excess cost reimbursement of \$746,290 for outplacements was received and applied.

Heat Energy (5620)- Oil and propane costs exceeded the budget by \$10,359 due to several factors, including the insufficient bidding and budgeting for gallons of oil for the high school and increased propane use at the high school. This expense bears watching for 2019-2020. While the 2019-2020 budget reflects an increase of \$24,430, it is likely to be insufficient based on the 2018-2019 usage levels and the bid quantities which were reduced with the expectation that surplus oil from tank removals at several schools would be usable.

The following accounts reflect deficits resulting from purchasing in an effort to replace aging and failing equipment and utilize existing funds to improve educational programming.

Contracted Maintenance Services (5420)	\$ 60,983
Instructional Supplies (5612)	\$ 24,649
Textbooks (5641)	\$ 24,657
Computer Software & Supplies (5695)	\$ 13,530
Non-Instructional Equipment (5730)	\$ 36,425
Instructional Equipment (5731)	\$102,734
Vehicles (5732)	\$179,058
Computer Hardware (5734)	\$ 19,581

2. **NON-LAPSING ACCOUNT:** Upon determination of the final balance from fiscal year 2018-2019, the Town Council may consider a transfer of \$436,849 to the Unexpended Education Funds account, which was formally requested by letter dated July 25, 2019.
3. **EDUCATION FINANCIAL SYSTEM (EFS):** The Education Financial System (EFS) data filing was certified and submitted to the State Department of Education on August 30, 2019.
4. **ANNUAL AUDIT:** Mahoney, Sabol & Company will once again be performing the annual Town audit. Preliminary audit work began in July with visits from audit staff. The required completion date is December 31, 2019.
5. **BUDGET TRANSFERS:** The financial report reflects a number of account deficits as detailed above. These deficits indicate areas which bear watching in the current (2019-2020) fiscal year. Other deficit accounts reflect year-end spending for which budget transfers were not made which has been customary practice as long as within the total budget appropriation.

Following are budget transfers made during the month of June 2019 not previously reported:

From: 100-145-00-21300-5692 Health Services Medical Supplies	\$ 876.50
To: 100-145-00-21300-5730 Health Services Non-Instructional Equipment	\$ 876.50

To transfer Health Services funds for replacement of a transport chair, cot and scale

From: 100-152-10-22200-5612 Library-KHS Instructional Supplies	\$1,862.76
To: 100-152-00-22200-5731 Library Instructional Equipment	\$1,862.76

To transfer KHS Library funds for purchase of replacement book trucks

From: 100-110-10-13100-5730 KHS Non-Instructional Equipment	\$2,000.00
To: 100-110-10-13100-5612 KHS Instructional Supplies	\$2,000.00

To transfer KHS extracurricular funds for drama costumes, set materials and props

From: 100-120-20-10000-5612 KIS Instructional Supplies	\$ 200.00
To: 100-120-20-24000-5642 KIS Library Books/Periodicals	\$ 200.00

To transfer KIS funds for staff resource materials

From: 100-110-10-10040-5890 KHS Other Objects	\$ 150.00
From: 100-110-10-10040-5330 KHS Professional/Technical Services	\$ 600.00
To: 100-110-10-10040-5550 KHS Printing and Binding	\$ 750.00

To transfer KHS Career Education funds for printing of Career Pathway awards for annual celebration

From: 100-110-10-10120-5810 KHS Dues and Fees	\$1,000.00
To: 100-110-10-10120-5330 KHS Professional/Technical Services	\$1,000.00

To transfer KHS Music department funds for accompanist services and guest musicians

From: 100-110-10-13700-5420 KHS Contracted Maintenance Services	\$ 849.92
To: 100-110-10-13700-5810 KHS Dues and Fees	\$ 849.92

To transfer KHS Athletics funds for golf season fees

If you have any questions or would like to discuss this report, please let me know.

Killingly Public Schools System Object

Report # 90841

Statement Code: Sys Object

Account Number / Description	Adopted Budget 7/1/2018 - 6/30/2019	Transfers 7/1/2018 - 6/30/2019	Revised Budget 7/1/2018 - 6/30/2019	Encumbrances 7/1/2018 - 6/30/2019	Requisitions	Expenditures 7/1/2018 - 6/30/2019	Amount Remaining 7/1/2018 - 6/30/2019	Percent Expended
5111 Central Administration	\$326,510.00	\$0.00	\$326,510.00	\$0.00	\$0.00	\$326,510.00	\$0.00	100.00 %
5112 School Administration	\$1,688,066.65	\$0.00	\$1,688,066.65	\$0.00	\$0.00	\$1,673,950.65	\$14,116.00	99.16 %
5113 Teachers' Salaries	\$14,618,826.80	\$(62,888.50)	\$14,555,938.30	\$0.00	\$0.00	\$14,203,133.09	\$352,805.21	97.58 %
5114 Finance/HR/Computer	\$365,479.19	\$0.00	\$365,479.19	\$0.00	\$0.00	\$370,340.26	\$(4,861.07)	101.33 %
5115 Tutoring	\$122,120.00	\$0.00	\$122,120.00	\$0.00	\$0.00	\$90,039.54	\$32,080.46	73.73 %
5119 Co-Curricular Stipends	\$317,047.35	\$0.00	\$317,047.35	\$0.00	\$0.00	\$306,042.91	\$11,004.44	96.53 %
5120 Non-Certified Salaries	\$78,762.57	\$0.00	\$78,762.57	\$0.00	\$0.00	\$76,913.83	\$1,848.74	97.65 %
5121 Secretarial/Clerical	\$1,144,337.21	\$0.00	\$1,144,337.21	\$0.00	\$0.00	\$1,158,600.35	\$(14,263.14)	101.25 %
5122 Para-Professionals	\$2,046,430.03	\$0.00	\$2,046,430.03	\$0.00	\$0.00	\$1,860,744.28	\$185,685.75	90.93 %
5123 Medical/Health	\$537,850.28	\$0.00	\$537,850.28	\$0.00	\$0.00	\$471,517.90	\$66,332.38	87.67 %
5124 Operations & Maintenance	\$1,639,715.95	\$0.00	\$1,639,715.95	\$0.00	\$0.00	\$1,573,791.96	\$65,923.99	95.98 %
5125 Transportation	\$988,924.93	\$0.00	\$988,924.93	\$0.00	\$0.00	\$818,993.07	\$169,931.86	82.82 %
5126 Substitutes	\$413,000.00	\$0.00	\$413,000.00	\$0.00	\$0.00	\$430,636.14	\$(17,636.14)	104.27 %
5127 Student Services	\$17,837.50	\$0.00	\$17,837.50	\$0.00	\$0.00	\$11,301.92	\$6,535.58	63.36 %
5128 Temporary	\$150,700.00	\$0.00	\$150,700.00	\$0.00	\$0.00	\$66,111.09	\$84,588.91	43.87 %
5130 Overtime	\$175,700.00	\$0.00	\$175,700.00	\$0.00	\$0.00	\$149,488.45	\$26,211.55	85.08 %
5131 Computer Maintenance	\$202,249.50	\$0.00	\$202,249.50	\$0.00	\$0.00	\$199,619.61	\$2,629.89	98.70 %

Killingly Public Schools

System Object

Account Number / Description	Adopted Budget 7/1/2018 - 6/30/2019	Transfers 7/1/2018 - 6/30/2019	Revised Budget 7/1/2018 - 6/30/2019	Encumbrances 7/1/2018 - 6/30/2019	Requisitions	Expenditures 7/1/2018 - 6/30/2019	Amount Remaining 7/1/2018 - 6/30/2019	Percent Expended
5200 Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5210 Health/Dental Insurance	\$6,221,467.05	\$0.00	\$6,221,467.05	\$0.00	\$0.00	\$5,366,917.92	\$854,549.13	86.26 %
5212 HSA Contributions	\$354,300.00	\$0.00	\$354,300.00	\$0.00	\$0.00	\$315,057.76	\$39,242.24	88.92 %
5213 Life Insurance	\$26,860.82	\$0.00	\$26,860.82	\$0.00	\$0.00	\$25,618.35	\$1,242.47	95.37 %
5214 Benefits- Early Retirees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5215 Post-Employment Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5217 Disability Insurance	\$6,832.56	\$0.00	\$6,832.56	\$0.00	\$0.00	\$6,397.84	\$434.72	93.64 %
5218 HRA Funding	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$1,128.98	\$871.02	56.45 %
5220 FICA	\$398,423.28	\$0.00	\$398,423.28	\$0.00	\$0.00	\$341,326.47	\$57,096.81	85.67 %
5225 Medicare	\$351,088.23	\$0.00	\$351,088.23	\$0.00	\$0.00	\$318,508.50	\$32,579.73	90.72 %
5230 ERIP Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5231 Pension	\$116,459.00	\$0.00	\$116,459.00	\$0.00	\$0.00	\$116,459.00	\$0.00	100.00 %
5232 Annuity Contributions	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$6,999.96	\$0.04	100.00 %
5250 Unemployment Compensation	\$40,000.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$53,336.71	\$(13,336.71)	133.34 %
5260 Workers' Compensation	\$360,000.00	\$0.00	\$360,000.00	\$0.00	\$0.00	\$313,103.65	\$46,896.35	86.97 %
5322 Instructional Improvement	\$6,500.00	\$240.00	\$6,740.00	\$0.00	\$0.00	\$7,781.97	\$(1,041.97)	115.46 %
5323 Pupil Services	\$80,102.88	\$0.00	\$80,102.88	\$0.00	\$0.00	\$94,064.46	\$(13,961.58)	117.43 %

Killingly Public Schools System Object

Report # 90841

Account Number / Description	Adopted Budget 7/1/2018 - 6/30/2019	Transfers 7/1/2018 - 6/30/2019	Revised Budget 7/1/2018 - 6/30/2019	Encumbrances 7/1/2018 - 6/30/2019	Requisitions	Expenditures 7/1/2018 - 6/30/2019	Amount Percent Expended Remaining 7/1/2018 - 6/30/2019
324 Field Trips	\$97,010.00	\$0.00	\$97,010.00	\$0.00	\$0.00	\$100,035.30	\$(-3,025.30) 103.12 %
326 Testing	\$34,700.00	\$(-5,218.50)	\$29,481.50	\$0.00	\$0.00	\$26,177.34	\$3,304.16 88.79 %
330 Professional/Technical Services	\$386,010.00	\$88,002.50	\$474,012.50	\$0.00	\$0.00	\$428,428.47	\$45,584.03 90.38 %
410 Utilities	\$1,240,121.00	\$0.00	\$1,240,121.00	\$0.00	\$0.00	\$1,128,457.42	\$111,663.58 91.00 %
420 Contracted Maintenance Services	\$1,125,385.34	\$100.07	\$1,125,485.41	\$0.00	\$0.00	\$1,186,468.05	\$(-60,982.64) 105.42 %
430 Repairs & Maintenance Services	\$445,572.00	\$8,918.50	\$454,490.50	\$0.00	\$0.00	\$636,606.31	\$(-182,115.81) 140.07 %
440 Rentals	\$13,225.00	\$(-676.00)	\$12,549.00	\$0.00	\$0.00	\$9,829.02	\$2,719.98 78.33 %
510 Pupil Transportation	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$84,245.11	\$(-79,245.11) 1,684.90 %
520 Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 ---
529 Other Insurance & Judgments	\$18,000.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$14,000.00	\$4,000.00 77.78 %
530 Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 ---
531 Postage	\$26,000.00	\$0.00	\$26,000.00	\$0.00	\$0.00	\$25,919.07	\$80.93 99.69 %
532 Telephone	\$93,920.00	\$0.00	\$93,920.00	\$0.00	\$0.00	\$67,773.15	\$26,146.85 72.16 %
540 Advertising	\$11,700.00	\$0.00	\$11,700.00	\$0.00	\$0.00	\$7,142.79	\$4,557.21 61.05 %
550 Printing & Binding	\$21,138.30	\$661.00	\$21,799.30	\$0.00	\$0.00	\$17,867.45	\$3,931.85 81.96 %
560 Tuition	\$305,000.00	\$0.00	\$305,000.00	\$0.00	\$0.00	\$331,718.10	\$(-26,718.10) 108.76 %
561 Local Placement Tuition	\$4,809,700.00	\$0.00	\$4,809,700.00	\$0.00	\$0.00	\$5,879,827.83	\$(-1,070,127.83) 122.25 %

Killingly Public Schools System Object

Report # 90841

Account Number / Description	Adopted Budget 7/1/2018 - 6/30/2019	Transfers 7/1/2018 - 6/30/2019	Revised Budget 7/1/2018 - 6/30/2019	Encumbrances 7/1/2018 - 6/30/2019	Requisitions	Expenditures 7/1/2018 - 6/30/2019	Amount Remaining 7/1/2018 - 6/30/2019	Percent Expended
5562 Agency Placement Tuition	\$390,540.00	\$0.00	\$390,540.00	\$0.00	\$0.00	\$375,717.59	\$14,822.41	96.20 %
5580 Travel	\$56,852.00	\$(252.00)	\$56,600.00	\$0.00	\$0.00	\$44,318.22	\$12,281.78	78.30 %
5590 Other Purchased Services	\$133,265.00	\$0.00	\$133,265.00	\$0.00	\$0.00	\$114,373.00	\$18,892.00	85.82 %
5611 Instructional Supplies- Warehouse	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$23,125.20	\$31,874.80	42.05 %
5612 Instructional Supplies	\$346,180.66	\$1,299.38	\$347,480.04	\$0.00	\$0.00	\$372,128.68	\$(24,648.64)	107.09 %
5613 Custodial & Maintenance Supplies	\$204,143.60	\$(399.95)	\$203,743.65	\$0.00	\$0.00	\$115,608.93	\$88,134.72	56.74 %
5620 Heat Energy	\$226,670.00	\$0.00	\$226,670.00	\$0.00	\$0.00	\$237,029.42	\$(10,359.42)	104.57 %
5626 Motor Fuels & Oils	\$208,780.00	\$0.00	\$208,780.00	\$0.00	\$0.00	\$158,602.15	\$50,177.85	75.97 %
5627 Transportation Supplies	\$142,300.00	\$0.00	\$142,300.00	\$0.00	\$0.00	\$142,734.43	\$(434.43)	100.31 %
5641 Textbooks	\$3,490.85	\$292.28	\$3,783.13	\$0.00	\$0.00	\$28,440.62	\$(24,657.49)	751.77 %
5642 Library Books/Periodicals	\$29,407.55	\$1,311.00	\$30,718.55	\$0.00	\$0.00	\$27,515.66	\$3,202.89	89.57 %
5691 Office Supplies	\$25,754.40	\$(272.33)	\$25,482.07	\$0.00	\$0.00	\$14,785.74	\$10,696.33	58.02 %
5692 Health Supplies	\$17,000.00	\$(1,376.50)	\$15,623.50	\$0.00	\$0.00	\$8,173.70	\$7,449.80	52.32 %
5695 Computer Software & Supplies	\$11,726.50	\$(1,550.00)	\$10,176.50	\$0.00	\$0.00	\$23,706.68	\$(13,530.18)	232.96 %
5730 Non-Instructional Equipment	\$38,772.05	\$1,073.27	\$39,845.32	\$0.00	\$0.00	\$76,270.13	\$(36,424.81)	191.42 %
5731 Instructional Equipment	\$101,338.56	\$(13,140.64)	\$88,197.92	\$0.00	\$0.00	\$190,931.59	\$(102,733.67)	216.48 %
5732 Vehicles	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179,057.64	\$(179,057.64)	---

Killingly Public Schools

System Object

Account Number / Description	Adopted Budget 7/1/2018 - 6/30/2019	Transfers 7/1/2018 - 6/30/2019	Revised Budget 7/1/2018 - 6/30/2019	Encumbrances 7/1/2018 - 6/30/2019	Requisitions	Expenditures 7/1/2018 - 6/30/2019	Amount Remaining 7/1/2018 - 6/30/2019	Percent Expended
5734 Computer Hardware	\$87,900.00	\$(17,500.00)	\$70,400.00	\$0.00	\$0.00	\$89,981.37	\$(19,581.37)	127.81 %
5810 Dues & Fees	\$90,098.97	\$(166.08)	\$89,932.89	\$0.00	\$0.00	\$75,037.09	\$14,895.80	83.44 %
5890 Other Objects	\$78,657.44	\$1,542.50	\$80,199.94	\$0.00	\$0.00	\$41,154.30	\$39,045.64	51.31 %
5900 Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	—
100 General Fund	\$43,684,951.00	\$0.00	\$43,684,951.00	\$0.00	\$0.00	\$43,037,624.17	\$647,326.83	98.52 %
GRAND TOTAL	\$43,684,951.00	\$0.00	\$43,684,951.00	\$0.00	\$0.00	\$43,037,624.17	\$647,326.83	98.52 %

MEMO: Steve Rioux, Superintendent of Schools

FROM: Christine Clark, Manager of Business Affairs CC

RE: Monthly Financial Report (August 2019) —

DATE: September 5, 2019

Attached please find the financial report for the month of August, the second month of fiscal year 2019-2020, which reflects expenditures and encumbrances of \$6,273,142 or 14.24% of the \$44,047,273 budget. Also attached is the July 31, 2019 financial report for your reference.

1. **BUDGET STATUS:** Most budget accounts are at expected levels for this point in time.

SALARIES:

The expenditures include five payroll periods (out of 26) or 19.2% for our full year (twelve month) employees. The fifth payroll included the first teacher payroll of 2019-2020. Salary accounts for Central Administration (5111), School Administration (5112), Finance/HR/Computer (5114), Secretarial/Clerical (5121), Operations & Maintenance (5124), and Computer Maintenance (5131) are at the expected expenditure levels.

BENEFITS:

Health/Dental Insurance (5210)- Two months of contributions to the health insurance fund for 2019-2020 have been made.

H S A Contributions (5212)- The collective bargaining unit agreement for the custodians, secretaries, et al. requires 50% of the annual contribution to the health savings accounts to be deposited in July with the remaining 50% to be deposited in January 2020. The remaining units' agreements call for 50% of the annual contribution to be made in September.

Disability Insurance (5217)- The full year premium for the Board of Education's share (66%) of administrator disability insurance has been encumbered.

HRA Funding (5218)- Health reimbursement account expenditures are recorded in the month incurred. There have been no expenditures to date. HRA funding is provided as an alternative to HSA Contributions for teachers and administrators enrolled in Medicare.

Pension (5231)- Contribution to the defined benefit pension plan for non-certified staff is actuarially determined and will be booked by the Town by year-end.

From: 100-110-10-10000-5612 KHS Instructional Supplies \$ 1,174.00
To: 100-110-10-10000-5730 KHS Non-Instructional Equipment \$ 1,174.00

To transfer KHS funds for the purchase of radios and earpieces for new security and campus monitors

From: 100-140-00-12000-5612 PPS Instructional Supplies \$ 195.67
To: 100-140-00-12000-5890 PPS Other Objects \$ 195.67

To transfer PPS funds for catering services for staff summer work day

3. **SUBSTANTIAL DONATIONS:** In accordance with BOE policy, the following substantial donations were received during July 2019:

Danielson Elks	\$ 1,000.	Donation	KCS- books
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If you have any questions or would like to discuss this report, please let me know.

Killingly Public Schools

System Object

Report # 90836

Statement Code: Sys Object

Account Number / Description	Adopted Budget 7/1/2019 - 6/30/2020	Transfers 7/1/2019 - 6/30/2020	Revised Budget 7/1/2019 - 6/30/2020	Encumbrances 7/1/2019 - 8/31/2019	Requisitions	Expenditures 7/1/2019 - 8/31/2019	Amount Remaining 7/1/2019 - 8/31/2019	Percent Expended
5111 Central Administration	\$336,305.00	\$0.00	\$336,305.00	\$0.00	\$0.00	\$64,337.30	\$271,967.70	19.13%
5112 School Administration	\$1,737,408.21	\$0.00	\$1,737,408.21	\$0.00	\$0.00	\$340,395.46	\$1,397,012.75	19.59%
5113 Teachers' Salaries	\$15,240,569.58	\$0.00	\$15,240,569.58	\$0.00	\$0.00	\$728,325.31	\$14,512,244.27	4.78%
5114 Finance/HR/Computer	\$376,440.14	\$0.00	\$376,440.14	\$0.00	\$0.00	\$71,665.14	\$304,775.00	19.04%
5115 Tutoring	\$122,120.00	\$0.00	\$122,120.00	\$0.00	\$0.00	\$8,714.50	\$113,405.50	7.14%
5119 Co-Curricular Stipends	\$323,253.34	\$0.00	\$323,253.34	\$0.00	\$0.00	\$3,989.07	\$319,264.27	1.23%
5120 Non-Certified Salaries	\$164,861.28	\$0.00	\$164,861.28	\$0.00	\$0.00	\$10,657.51	\$154,203.77	6.46%
5121 Secretarial/Clerical	\$1,176,668.43	\$0.00	\$1,176,668.43	\$0.00	\$0.00	\$225,948.64	\$950,719.79	19.20%
5122 Para-Professionals	\$2,212,933.11	\$0.00	\$2,212,933.11	\$0.00	\$0.00	\$76,339.30	\$2,136,593.81	3.45%
5123 Medical/Health	\$446,000.01	\$0.00	\$446,000.01	\$0.00	\$0.00	\$21,233.42	\$424,766.59	4.76%
5124 Operations & Maintenance	\$1,687,893.34	\$0.00	\$1,687,893.34	\$0.00	\$0.00	\$308,360.23	\$1,379,533.11	18.27%
5125 Transportation	\$1,088,938.92	\$0.00	\$1,088,938.92	\$0.00	\$0.00	\$102,129.89	\$986,809.03	9.38%
5126 Substitutes	\$381,869.00	\$0.00	\$381,869.00	\$0.00	\$0.00	\$0.00	\$381,869.00	0.00%
5127 Student Services	\$18,100.00	\$0.00	\$18,100.00	\$0.00	\$0.00	\$6,339.28	\$11,760.72	35.02%
5128 Temporary	\$150,700.00	\$0.00	\$150,700.00	\$0.00	\$0.00	\$18,876.17	\$131,823.83	12.53%
5130 Overtime	\$178,000.00	\$0.00	\$178,000.00	\$0.00	\$0.00	\$14,580.60	\$163,419.40	8.19%
5131 Computer Maintenance	\$207,690.00	\$0.00	\$207,690.00	\$0.00	\$0.00	\$37,381.33	\$170,308.67	18.00%

Killingly Public Schools System Object

Report # 90836

Account Number / Description	Adopted Budget 7/1/2019 - 6/30/2020	Transfers 7/1/2019 - 6/30/2020	Revised Budget 7/1/2019 - 6/30/2020	Encumbrances 7/1/2019 - 8/31/2019	Requisitions	Expenditures 7/1/2019 - 8/31/2019	Amount Remaining 7/1/2019 - 8/31/2019	Percent Expended
5200 Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5210 Health/Dental Insurance	\$5,647,213.06	\$0.00	\$5,647,213.06	\$0.00	\$0.00	\$846,242.02	\$4,800,971.04	14.99%
5212 HSA Contributions	\$447,100.00	\$0.00	\$447,100.00	\$0.00	\$0.00	\$5,000.00	\$442,100.00	1.12%
5213 Life Insurance	\$27,326.78	\$0.00	\$27,326.78	\$0.00	\$0.00	\$4,227.66	\$23,099.12	15.47%
5214 Benefits- Early Retirees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5215 Post-Employment Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5217 Disability Insurance	\$6,564.96	\$0.00	\$6,564.96	\$5,436.90	\$0.00	\$1,087.38	\$40.68	99.38%
5218 HRA Funding	\$1,000.00	\$0.00	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
5220 FICA	\$418,974.36	\$0.00	\$418,974.36	\$0.00	\$0.00	\$50,265.17	\$368,709.19	12.00%
5225 Medicare	\$367,671.93	\$0.00	\$367,671.93	\$0.00	\$0.00	\$29,169.43	\$338,502.50	7.93%
5230 ERIP Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5231 Pension	\$126,159.00	\$0.00	\$126,159.00	\$0.00	\$0.00	\$0.00	\$126,159.00	0.00%
5232 Annuity Contributions	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$1,521.00	\$5,479.00	21.73%
5250 Unemployment Compensation	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$173.00	\$49,827.00	0.35%
5260 Workers' Compensation	\$360,000.00	\$0.00	\$360,000.00	\$244,772.13	\$0.00	\$81,590.71	\$33,637.16	90.66%
5322 Instructional Improvement	\$29,200.00	\$0.00	\$29,200.00	\$1,374.00	\$1,000.00	\$700.00	\$27,126.00	7.10%
5323 Pupil Services	\$96,994.00	\$0.00	\$96,994.00	\$0.00	\$0.00	\$0.00	\$96,994.00	0.00%

Killingly Public Schools System Object

Report # 90836

Account Number / Description	Adopted Budget 7/1/2019 - 6/30/2020	Transfers 7/1/2019 - 6/30/2020	Revised Budget 7/1/2019 - 6/30/2020	Encumbrances 7/1/2019 - 8/31/2019	Requisitions	Expenditures 7/1/2019 - 8/31/2019	Amount Remaining 7/1/2019 - 8/31/2019	Percent Expended
5324 Field Trips	\$111,510.00	\$0.00	\$111,510.00	\$0.00	\$0.00	\$4,210.58	\$107,299.42	3.78%
5326 Testing	\$36,060.00	\$0.00	\$36,060.00	\$6,367.82	\$0.00	\$1,241.58	\$28,450.60	21.10%
5330 Professional/Technical Services	\$452,971.24	\$0.00	\$452,971.24	\$150,740.75	\$0.00	\$36,431.08	\$265,799.41	41.32%
5410 Utilities	\$1,273,333.00	\$0.00	\$1,273,333.00	\$5,324.00	\$0.00	\$68,208.41	\$1,199,800.59	5.77%
5420 Contracted Maintenance Services	\$1,196,178.16	\$0.00	\$1,196,178.16	\$271,441.96	\$0.00	\$712,039.44	\$211,796.76	82.29%
5430 Repairs & Maintenance Services	\$471,272.00	\$0.00	\$471,272.00	\$75,901.43	\$0.00	\$46,673.80	\$348,696.77	26.01%
5440 Rentals	\$17,500.00	\$0.00	\$17,500.00	\$1,801.22	\$0.00	\$660.92	\$15,037.86	14.07%
5510 Pupil Transportation	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
5520 Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5529 Other Insurance & Judgments	\$18,000.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$14,000.00	\$4,000.00	77.78%
5530 Communications	\$0.00	\$50.00	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	100.00%
5531 Postage	\$26,000.00	\$0.00	\$26,000.00	\$0.00	\$0.00	\$10,120.06	\$15,879.94	38.92%
5532 Telephone	\$77,820.00	\$0.00	\$77,820.00	\$249.90	\$0.00	\$5,592.60	\$71,977.50	7.51%
5540 Advertising	\$11,700.00	\$0.00	\$11,700.00	\$0.00	\$0.00	\$1,202.88	\$10,497.20	10.28%
5550 Printing & Binding	\$27,086.50	\$0.00	\$27,086.50	\$1,270.03	\$0.00	\$470.05	\$25,346.42	6.42%
5560 Tuition	\$387,278.00	\$0.00	\$387,278.00	\$0.00	\$0.00	\$0.00	\$387,278.00	0.00%
5561 Local Placement Tuition	\$4,032,482.00	\$0.00	\$4,032,482.00	\$852,359.06	\$0.00	\$239,935.58	\$2,940,187.36	27.09%

Killingly Public Schools System Object

Report # 90836

Account Number / Description	Adopted Budget 7/1/2019 - 6/30/2020	Transfers 7/1/2019 - 6/30/2020	Revised Budget 7/1/2019 - 6/30/2020	Encumbrances 7/1/2019 - 8/31/2019	Requisitions	Expenditures 7/1/2019 - 8/31/2019	Amount Remaining 7/1/2019 - 8/31/2019	Percent Expended
5562 Agency Placement Tuition	\$383,500.00	\$0.00	\$383,500.00	\$48,510.00	\$0.00	\$0.00	\$334,990.00	12.65%
5580 Travel	\$59,806.00	\$0.00	\$59,806.00	\$0.00	\$0.00	\$5,858.06	\$53,947.94	9.80%
5590 Other Purchased Services	\$123,296.00	\$0.00	\$123,296.00	\$0.00	\$0.00	\$97,654.00	\$25,642.00	79.20%
5611 Instructional Supplies- Warehouse	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00	0.00%
5612 Instructional Supplies	\$375,684.29	\$(-1,369.67)	\$374,314.62	\$53,354.16	\$5,337.78	\$39,592.33	\$281,368.13	24.83%
5613 Custodial & Maintenance Supplies	\$234,500.00	\$0.00	\$234,500.00	\$14,128.69	\$328.07	\$13,603.93	\$206,767.38	11.83%
5620 Heat Energy	\$251,100.00	\$0.00	\$251,100.00	\$0.00	\$0.00	\$12,116.70	\$238,983.30	4.83%
5626 Motor Fuels & Oils	\$224,300.00	\$0.00	\$224,300.00	\$0.00	\$0.00	\$7,154.81	\$217,145.19	3.19%
5627 Transportation Supplies	\$142,300.00	\$0.00	\$142,300.00	\$295.80	\$0.00	\$13,805.45	\$128,198.75	9.91%
5641 Textbooks	\$44,790.00	\$0.00	\$44,790.00	\$4,935.39	\$0.00	\$385.00	\$39,469.61	11.88%
5642 Library Books/Periodicals	\$38,678.00	\$0.00	\$38,678.00	\$899.10	\$0.00	\$1,631.55	\$36,147.35	6.54%
5691 Office Supplies	\$25,341.40	\$0.00	\$25,341.40	\$695.00	\$0.00	\$3,604.24	\$21,042.16	16.97%
5692 Health Supplies	\$16,500.00	\$0.00	\$16,500.00	\$9,112.53	\$0.00	\$1,461.97	\$5,925.50	64.09%
5695 Computer Software & Supplies	\$16,994.00	\$0.00	\$16,994.00	\$3,739.58	\$0.00	\$0.00	\$13,254.42	22.01%
5730 Non-Instructional Equipment	\$48,578.85	\$1,174.00	\$49,752.85	\$2,910.97	\$0.00	\$3,155.51	\$43,686.37	12.19%
5731 Instructional Equipment	\$125,988.65	\$0.00	\$125,988.65	\$8,977.10	\$315.00	\$8,275.33	\$108,736.22	13.69%
5732 Vehicles	\$30,000.00	\$0.00	\$30,000.00	\$26,383.80	\$0.00	\$0.00	\$3,616.20	87.95%

Killingly Public Schools System Object

Report # 90836

Account Number / Description	Adopted Budget 7/1/2019 - 6/30/2020	Transfers 7/1/2019 - 6/30/2020	Revised Budget 7/1/2019 - 6/30/2020	Encumbrances 7/1/2019 - 8/31/2019	Requisitions	Expenditures 7/1/2019 - 8/31/2019	Amount Remaining 7/1/2019 - 8/31/2019	Percent Expended
5734 Computer Hardware	\$72,400.00	\$0.00	\$72,400.00	\$2,673.72	\$0.00	\$0.00	\$69,726.28	3.69%
5810 Dues & Fees	\$98,840.46	\$(50.00)	\$98,790.46	\$3,041.00	\$2,510.00	\$36,709.05	\$59,040.41	40.24%
5890 Other Objects	\$85,530.00	\$195.67	\$85,725.67	\$26,169.44	\$0.00	\$4,282.55	\$55,273.68	35.52%
5900 Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
100 General Fund	\$44,047,273.00	\$0.00	\$44,047,273.00	\$1,822,865.48	\$9,590.85	\$4,450,276.90	\$37,774,130.62	14.24%
GRAND TOTAL	\$44,047,273.00	\$0.00	\$44,047,273.00	\$1,822,865.48	\$9,590.85	\$4,450,276.90	\$37,774,130.62	14.24%

Killingly Public Schools

System Object

Report # 90318

Statement Code: Sys Object

Account Number / Description	Adopted Budget 7/1/2019 - 6/30/2020	Transfers 7/1/2019 - 6/30/2020	Revised Budget 7/1/2019 - 6/30/2020	Encumbrances 7/1/2019 - 7/31/2019	Requisitions	Expenditures 7/1/2019 - 7/31/2019	Amount Remaining 7/1/2019 - 7/31/2019	Percent Expended
5111 Central Administration	\$336,305.00	\$0.00	\$336,305.00	\$0.00	\$0.00	\$25,734.92	\$310,570.08	7.65%
5112 School Administration	\$1,737,408.21	\$0.00	\$1,737,408.21	\$0.00	\$0.00	\$136,158.16	\$1,601,250.05	7.84%
5113 Teachers' Salaries	\$15,240,569.58	\$0.00	\$15,240,569.58	\$0.00	\$0.00	\$55,219.89	\$15,185,349.69	0.36%
5114 Finance/HR/Computer	\$376,440.14	\$0.00	\$376,440.14	\$0.00	\$0.00	\$28,666.06	\$347,774.08	7.62%
5115 Tutoring	\$122,120.00	\$0.00	\$122,120.00	\$0.00	\$0.00	\$2,494.00	\$119,626.00	2.04%
5119 Co-Curricular Stipends	\$323,253.34	\$0.00	\$323,253.34	\$0.00	\$0.00	\$1,293.21	\$321,960.13	0.40%
5120 Non-Certified Salaries	\$164,861.28	\$0.00	\$164,861.28	\$0.00	\$0.00	\$3,976.16	\$160,885.12	2.41%
5121 Secretarial/Clerical	\$1,176,668.43	\$0.00	\$1,176,668.43	\$0.00	\$0.00	\$89,995.44	\$1,086,672.99	7.65%
5122 Para-Professionals	\$2,212,933.11	\$0.00	\$2,212,933.11	\$0.00	\$0.00	\$20,344.66	\$2,192,588.45	0.92%
5123 Medical/Health	\$446,000.01	\$0.00	\$446,000.01	\$0.00	\$0.00	\$968.89	\$445,031.12	0.22%
5124 Operations & Maintenance	\$1,687,893.34	\$0.00	\$1,687,893.34	\$0.00	\$0.00	\$127,638.68	\$1,560,254.66	7.56%
5125 Transportation	\$1,088,938.92	\$0.00	\$1,088,938.92	\$0.00	\$0.00	\$32,590.02	\$1,056,348.90	2.99%
5126 Substitutes	\$381,869.00	\$0.00	\$381,869.00	\$0.00	\$0.00	\$0.00	\$381,869.00	0.00%
5127 Student Services	\$18,100.00	\$0.00	\$18,100.00	\$0.00	\$0.00	\$1,777.60	\$16,322.40	9.82%
5128 Temporary	\$150,700.00	\$0.00	\$150,700.00	\$0.00	\$0.00	\$3,483.66	\$147,216.34	2.31%
5130 Overtime	\$178,000.00	\$0.00	\$178,000.00	\$0.00	\$0.00	\$4,530.25	\$173,469.75	2.55%
5131 Computer Maintenance	\$207,690.00	\$0.00	\$207,690.00	\$0.00	\$0.00	\$15,177.14	\$192,512.86	7.31%

Killingly Public Schools System Object

Report # 90318

Account Number / Description	Adopted Budget 7/1/2019 - 6/30/2020	Transfers 7/1/2019 - 6/30/2020	Revised Budget 7/1/2019 - 6/30/2020	Encumbrances 7/1/2019 - 7/31/2019	Requisitions	Expenditures 7/1/2019 - 7/31/2019	Amount Remaining 7/1/2019 - 7/31/2019	Percent Expended
5200 Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5210 Health/Dental Insurance	\$5,647,213.06	\$0.00	\$5,647,213.06	\$0.00	\$0.00	\$423,245.06	\$5,223,968.00	7.49%
5212 HSA Contributions	\$447,100.00	\$0.00	\$447,100.00	\$0.00	\$0.00	\$5,000.00	\$442,100.00	1.12%
5213 Life Insurance	\$27,326.78	\$0.00	\$27,326.78	\$0.00	\$0.00	\$2,107.11	\$25,219.67	7.71%
5214 Benefit- Early Retirees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5215 Post-Employment Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5217 Disability Insurance	\$6,564.96	\$0.00	\$6,564.96	\$5,980.59	\$0.00	\$543.69	\$40.68	99.38%
5218 HRA Funding	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
5220 FYCA	\$418,974.36	\$0.00	\$418,974.36	\$0.00	\$0.00	\$18,511.22	\$400,463.14	4.42%
5225 Medicare	\$367,671.93	\$0.00	\$367,671.93	\$0.00	\$0.00	\$7,868.98	\$359,802.95	2.14%
5230 ERIP Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5231 Pension	\$126,159.00	\$0.00	\$126,159.00	\$0.00	\$0.00	\$0.00	\$126,159.00	0.00%
5232 Annuity Contributions	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$608.40	\$6,391.60	8.69%
5250 Unemployment Compensation	\$50,060.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$141.00	\$49,859.00	0.28%
5260 Workers' Compensation	\$360,000.00	\$0.00	\$360,000.00	\$244,774.13	\$0.00	\$81,590.71	\$33,637.16	90.66%
5322 Instructional Improvement	\$29,200.00	\$0.00	\$29,200.00	\$374.00	\$700.00	\$0.00	\$28,826.00	1.28%
5323 Pupil Services	\$96,994.00	\$0.00	\$96,994.00	\$0.00	\$0.00	\$0.00	\$96,994.00	0.00%

Killingly Public Schools System Object

Report # 90318

Account Number / Description	Adopted Budget 7/1/2019 - 6/30/2020	Transfers 7/1/2019 - 6/30/2020	Revised Budget 7/1/2019 - 6/30/2020	Encumbrances 7/1/2019 - 7/31/2019	Requisitions	Expenditures 7/1/2019 - 7/31/2019	Amount Remaining 7/1/2019 - 7/31/2019	Percent Expended
5324 Field Trips	\$111,510.00	\$0.00	\$111,510.00	\$0.00	\$0.00	\$0.00	\$111,510.00	0.00%
5326 Testing	\$36,060.00	\$0.00	\$36,060.00	\$6,749.95	\$0.00	\$0.00	\$29,310.05	18.72%
5330 Professional/Technical Services	\$452,971.24	\$0.00	\$452,971.24	\$11,930.55	\$0.00	\$14,208.58	\$426,832.11	5.77%
5410 Utilities	\$1,273,333.00	\$0.00	\$1,273,333.00	\$0.00	\$0.00	\$0.00	\$1,273,333.00	0.00%
5420 Contracted Maintenance Services	\$1,196,178.16	\$0.00	\$1,196,178.16	\$197,699.38	\$2,599.00	\$650,913.31	\$347,565.47	70.94%
5430 Repairs & Maintenance Services	\$471,272.00	\$0.00	\$471,272.00	\$39,849.70	\$4,180.00	\$7,771.84	\$423,650.46	10.10%
5440 Rentals	\$17,560.00	\$0.00	\$17,560.00	\$1,961.84	\$0.00	\$118.16	\$15,420.00	11.89%
5510 Pupil Transportation	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
5520 Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5529 Other Insurance & Judgments	\$18,000.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$14,000.00	\$4,000.00	77.78%
5530 Communications	\$0.00	\$50.00	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00	100.00%
5531 Postage	\$26,000.00	\$0.00	\$26,000.00	\$0.00	\$0.00	\$10,000.00	\$16,000.00	38.46%
5532 Telephones	\$77,820.00	\$0.00	\$77,820.00	\$274.89	\$0.00	\$670.91	\$76,874.20	1.22%
5540 Advertising	\$11,700.00	\$0.00	\$11,700.00	\$0.00	\$0.00	\$0.00	\$11,004.00	5.95%
5550 Printing & Binding	\$27,086.50	\$0.00	\$27,086.50	\$1,200.00	\$0.00	\$0.00	\$25,886.50	4.43%
5560 Tuition	\$387,278.00	\$0.00	\$387,278.00	\$0.00	\$0.00	\$0.00	\$387,278.00	0.00%
5561 Local Placement Tuition	\$4,032,482.00	\$0.00	\$4,032,482.00	\$0.00	\$0.00	\$0.00	\$4,032,482.00	0.00%

Killingly Public Schools System Object

Report # 90318

Account Number / Description	Adopted Budget 7/1/2019 - 6/30/2020	Transfers 7/1/2019 - 6/30/2020	Revised Budget 7/1/2019 - 6/30/2020	Encumbrances 7/1/2019 - 7/31/2019	Requisitions	Expenditures 7/1/2019 - 7/31/2019	Amount Remaining 7/1/2019 - 7/31/2019	Percent Expended
5562 Agency Placement Tuition	\$383,500.00	\$0.00	\$383,500.00	\$0.00	\$0.00	\$0.00	\$383,500.00	0.00%
5580 Travel	\$59,806.00	\$0.00	\$59,806.00	\$310.30	\$0.00	\$2,430.03	\$57,065.67	4.58%
5590 Other Purchased Services	\$123,296.00	\$0.00	\$123,296.00	\$0.00	\$0.00	\$97,654.00	\$25,642.00	79.20%
5611 Instructional Supplies- Warehouse	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00	\$55,000.00	0.00%
5612 Instructional Supplies	\$375,684.29	\$0.00	\$375,684.29	\$63,136.96	\$8,492.36	\$5,222.05	\$307,325.28	18.20%
5613 Custodial & Maintenance Supplies	\$234,500.00	\$0.00	\$234,500.00	\$9,141.25	\$1,152.29	\$6,081.82	\$219,276.93	6.49%
5620 Heat Energy	\$251,100.00	\$0.00	\$251,100.00	\$0.00	\$0.00	\$146.03	\$250,953.97	0.06%
5626 Motor Fuels & Oils	\$224,300.00	\$0.00	\$224,300.00	\$0.00	\$0.00	\$0.00	\$224,300.00	0.00%
5627 Transportation Supplies	\$142,300.00	\$0.00	\$142,300.00	\$349.50	\$0.00	\$4,492.81	\$137,457.69	3.40%
5641 Textbooks	\$44,790.00	\$0.00	\$44,790.00	\$385.00	\$0.00	\$0.00	\$44,405.00	0.86%
5642 Library Books/Periodicals	\$38,678.00	\$0.00	\$38,678.00	\$304.80	\$0.00	\$1,186.45	\$37,186.75	3.86%
5691 Office Supplies	\$25,341.40	\$0.00	\$25,341.40	\$1,105.97	\$274.99	\$1,245.18	\$22,990.25	9.28%
5692 Health Supplies	\$16,500.00	\$0.00	\$16,500.00	\$10,580.02	\$0.00	\$0.00	\$5,919.98	64.12%
5695 Computer Software & Supplies	\$16,994.00	\$0.00	\$16,994.00	\$0.00	\$0.00	\$0.00	\$16,994.00	0.00%
5730 Non-Instructional Equipment	\$48,578.85	\$0.00	\$48,578.85	\$3,012.12	\$0.00	\$143.39	\$45,423.34	6.50%
5731 Instructional Equipment	\$125,988.65	\$0.00	\$125,988.65	\$11,504.04	\$2,099.94	\$848.73	\$113,635.88	9.80%
5732 Vehicles	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$26,383.80	\$0.00	\$30,000.00	0.00%

Killingly Public Schools System Object

Report # 90318

Account Number / Description	Adopted Budget 7/1/2019 - 6/30/2020	Transfers 7/1/2019 - 6/30/2020	Revised Budget 7/1/2019 - 6/30/2020	Encumbrances 7/1/2019 - 7/31/2019	Requisitions	Expenditures 7/1/2019 - 7/31/2019	Amount Remaining 7/1/2019 - 7/31/2019	Percent Expended
5734 Computer Hardware	\$72,400.00	\$0.00	\$72,400.00	\$0.00	\$0.00	\$0.00	\$72,400.00	0.00%
5810 Dues & Fees	\$98,840.46	\$(50.00)	\$98,790.46	\$10,737.00	\$0.00	\$26,010.05	\$62,043.41	37.20%
5890 Other Objects	\$85,530.00	\$0.00	\$85,530.00	\$15,018.99	\$0.00	\$717.88	\$69,793.13	18.40%
5900 Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
100 General Fund	\$44,047,273.00	\$0.00	\$44,047,273.00	\$636,428.98	\$45,882.38	\$1,934,222.13	\$41,476,621.89	5.84%
GRAND TOTAL	\$44,047,273.00	\$0.00	\$44,047,273.00	\$636,428.98	\$45,882.38	\$1,934,222.13	\$41,476,621.89	5.84%

2019-20 Killingly Public Schools Student Enrollment

September 3, 2019							June 14, 2019						
GRADE	KHS	KIS	KCS	KMS	GDYR	OD	GRADE	KHS	KIS	KCS	KMS	GDYR	OD
PREK			30		118	0	PREK			31		131	0
K			183			1	K			181			2
1			182			1	1			185			5
2				185		5	2				167		1
3				170		1	3				173		8
4				171		7	4				158		5
5		154				4	5		170				6
6		172				4	6		165				1
7		170				1	7		155				10
8		157				6	8		164				11
9	197					6	9	218					14
10	209					16	10	199					9
11	203					5	11	163					6
12	183					17	12	199					23
Totals	792	653	395	526	118	74	Totals	779	654	397	498	131	101

COMPARATIVE DATA: 2018-19								KMS by Teacher		KCS by Teacher	
GECC	KCS	KMS	KIS	KHS	OD	Total					
January 2, 2018	135	385	504	668	794	94	2,580	Baton, B.-2	20	Abrams, L.-PreK	15
February 1, 2018	136	383	505	665	797	93	2,579	Costa, K.-2	22	Bennett, H.-PreK	15
March 1, 2018	135	379	502	665	795	94	2,570	Crabtree, M.-2	21	Angelo, K.-K	20
April 2, 2018	138	382	501	660	793	97	2,571	Fratoni, D.-2	20	Charron, C.-K	20
May 1, 2018	142	385	501	660	790	97	2,575	Juhola, N.-2	20	Faber, K.-K	20
June 1, 2018	143	383	500	659	789	99	2,573	Maheu, J. - 2	20	Hanson, D.-K	19
June 22, 2018	143	381	500	659	788	100	2,571	Provencher, J.-2	20	Hebert, P.-K	20
September 4, 2018	113	393	492	651	802	89	2,540	Riordan, E.-2	19	Laboeuf, K.-K	22
October 1, 2018	119	392	492	647	807	90	2,547	Sakidovitch, A.-2	20	Livingston, H.-K	21
November 1, 2018	120	391	496	647	806	93	2,553	Bitgood, C.-3	21	Main, A.-K	20
December 3, 2018	121	390	497	641	793	97	2,539	Brien, K.-3	22	Sumner, S.-K	21
January 2, 2019	122	389	498	640	792	97	2,538	Calitri, D.-3	21	Blackmar, C.-1	19
February 1, 2019	122	392	499	653	794	96	2,556	Couture, E.-3	21	Currier, J.-1	20
March 1, 2019	124	391	499	651	787	97	2,549	Hand, H.-3	21	Del Cervo, A.-1	20
April 1, 2019	130	395	500	653	787	96	2,561	Jackson, M.-3	22	Ellis, A. - 1	19
May 1, 2019	132	397	499	657	783	97	2,565	Palen, O. -3	21	Guillot, J.-1	21
June 3, 2019	131	397	498	654	779	99	2,558	Siegmund, L.-3	22	Rizer, D.-1	20
June 14, 2019	131	397	498	654	779	101	2,560	Amburn, L.-4	22	Roy, K. - 1	20
September 3, 2019	118	395	526	653	792	74	2,558	Breen, C.-4	22	Vachon, A.-1	21
							0	Burdick, S.-4	22	Watson, J.-1	22
							0	Heath, Holly.-4	22		
							0	Lawson, A.-4	23		
							0	Lee, B.-4	20		
							0	Lisee, B.-4	20		
							0	Williamson, G.-4	22	Total	395
							0				
							0				
							0				
							0	Total		526	

Agency and Sp. Ed. Placements	
Agency-Out of District	
Bristol Public Schools - Bristol, CT	1
Horizons , S. Windham, CT	1
Joshua Center Thames Valley , Norwich, CT	1
Manson Youth Institution , Chesire, CT	1
Woodland School - East Hartford, CT	1
Woodstock Elementary , Woodstock, CT	1
Woodstock Middle , Woodstock, CT	1
Agency Total	7
Local- Out of District	
ARC - Danielson, CT	1
ASD (American School for the Deaf), West Hartford, CT	1
Bradley School -Thompson, CT	1
Bradley School - Uncasville, CT	1
Center for Individualized Training and Education (CITE)	1
CREC - Hartford,CT	3
EASTCONN Autisim Program - Columbia, CT	1
EASTCONN EVC - Columbia,CT	2
EASTCONN NRP - Danielson, CT	31
EASTCONN Regional Trans. Aca. ,Danielson,CT	3
Learning Clinic - Brooklyn,CT	4
Natchaug Joshua Center - Danielson, CT	4
Project Genesis - Windham, CT	8
Susan Wayne Academy - Thompson, CT	5
Whitney Hall School	1
Local Out of District Total	67
Agency	7
Total	74

Town of Killingly
Town Manager's Report
October 8, 2019

1. Railroad Crossing Re-surfacing on Route 101

Staff attended the meeting held by CTDOT regarding the work plan and traffic control for the railroad crossing surface replacement at Route 101 crossing in Dayville. They anticipate performing the work from 9pm Friday October 18th through 5am Monday October 21st. This will require a detour of traffic. The Town is coordinating with CTDOT for signage and traffic control. I will post the detour route as soon as we receive it. CTDOT will be notifying all residents and businesses impacted by this closure directly.

2. Road Construction

Construction will begin on Potter Street and High Street the week of October 7th. The Town crews will be removing the sidewalks on Potter Street in preparation for the milling and repaving of the roadway. After the road is repaved, the crews will reconstruct the sidewalks along Potter Street. High Street will be milled and repaved. The intersection of Cottage Street and Water Street will also be repaved during this construction period. This work is anticipated to be completed by the end of October.

The front and side portion of the Highway Garage parking lot will be repaved over the weekend of October 19th. The front portion of the lot requires regrading for drainage purposes. There is significant pooling which occurs near the entrances. This will alleviate those problems.

3. WPCA Facility Upgrade

The facility upgrade project is in full swing. The foundation for the new dewatering facility was poured last week. The new generator arrived and was placed. The internal pumps are being replaced as the new equipment arrives. While this is still the beginning of the project, it is great progress. Pictures below.

4. Open Positions

Several positions have been filled in the last few weeks. I'd like to welcome the following new employees to our ranks:

Dana Barrows – part-time Deputy Fire Marshal
William Skene – part-time Deputy Fire Marshal
Michael Muise – Recreation Supervisor
Andrew Krysinski – Driver/Laborer

We are excited to welcome these new members to our team.

Unfortunately, due to unforeseen family matters, the Executive Assistant that was hired was unable to keep the position. I will be re-advertising this position. The Engineering department is evaluating submissions for the Engineering Technician position. The Town is accepting applications for the Assistant Building Official position and a Constable.

5. Public Information Meetings – Town-wide Curb-side Residential Trash Pick-up

I have conducted 3 public informational meetings to present the proposed trash program. Each session has been well attended. The last session we recorded on Facebook. Some of the concerns voiced at the meetings are as follows:

- Would like more than 1 day per month at transfer station. Many bring yard debris and the lines would be too long
- There will be too many carts along the roadside
- Residents have very long driveways which make putting the carts out difficult
- Concerns about long term price of bags
- Bulky waste will be left on sides of road for a long time – unsightly.
- Possible increase in illegal roadside dumping
- Enforcement measures

Overall the comments have been mixed. Some have done the calculation for their home and find the proposed plan to be a savings. Others have articulated this plan would cost more for their household.

6. Meeting Attended

I attended the following meetings/conferences

- CTCMA Quarterly meeting
- Fiscal Subcommittee meeting
- Public Information Meeting – Curb-side Trash Pick up
- Economic Development Commission special meeting
- NECCOG regular meeting
- Public Safety Commission meeting
- KBA regular meeting







TOWN OF KILLINGLY

ECONOMIC DEVELOPMENT OFFICE

172 Main Street, Danielson, CT 06239
Tel: 860-779-5350 Fax: 860-779-5367

TO: Mary T. Calorio, Town Manager

FROM: Elsie Bisset, Economic Development Director
Economic Development Commission

DATE: September 4, 2019

RE: Economic Development Commission's Annual Report

On behalf of Killingly's Economic Development Commission, I am pleased to present the Annual Report for the fiscal year 2018-2019. The Commission is presenting their report to the Town Manager and the Town Council, summarizing activities for the year, in accordance with Section Five of the ordinance which established the Economic Development Commission.

At the special meeting of the Economic Development Commission on September 3, 2019, the attached Annual Report was accepted unanimously along with a recommendation to submit to the Town Manager and the Town Council, in fulfillment of the requirement of the ordinance.

Your review is appreciated.



TOWN OF KILLINGLY

ECONOMIC DEVELOPMENT OFFICE

172 Main Street, Killingly, CT 06239
Phone: 860-779-5350 Fax: 860-779-5367

Annual Report of the Economic Development Commission Fiscal Year 7/1/2018 – 6/30/2019

Mission Statement: The Killingly Economic Development Commission promotes a strong town economy through education and coordination of resources, retention and expansion of existing businesses, attraction of diversified businesses and fostering quality of the labor force.

Commercial/Industrial Sales

#	STREET	OWNER NEW	OWNER - PREVIOUS
145	Alexander Parkway	145 Alexander Parkway, LLC	MSI Realty, Inc.
107	Attawaugan Crossing	Frito Lay, Inc.	Poludniak
30	Furnace St.	Town of Killingly	IR Real Estate, LLC
312	Lake Rd.	312 Lake Road, LLC	Symbol Mattress
349	Lake Rd.	EIP Lake Road, LLC	Lake Road Holdings
429	Lake Rd.	Deerfield 26 Marshall, LLC	SPIROL
90	Main St.	Sovereign Property Associates, LLC	Dumaine/Brisson
100	Main St.	Sovereign Property Associates, LLC	Halbach/Brisson
122	Main St.	SSM Investments	Labossiere
239	MAIN ST	KEREN Properties	MacDonald
609	No. Main St.	Petroleum Marketing Investment Group	Hendels
765	No. Main St.	National Redevelopment LLC	Lohbusch
869	No. Main St.	RC Bonneau Enterprises	20th Real Estate
127	Rock Av.	Out East Investments	MacIvaine
16	Tracy Rd.	Killingly Wyndham, LLC	Windham Hotel Company
155	Tracy Rd.	LCN STP Hagerstown (Multi) LLC	USR Real Estate Holdings
179	Wauregan Rd.	Architectural Curtainwall LLC	Esposito/Danielson Glass
574	Wauregan Rd.	574 Wauregan LLC	Ktown Holdings, LLC
628	Wildwood Way	Frito Lay, Inc.	Morgan Whitney

Projects

Projects	Status	Projects	Status
Deary Bros. II	Completed	Country Living @ Westview Commons	In Progress
Limelight Studio	Completed	Deary's Gymnastics	In Progress
M & E Transportation LLC	Completed	Frito Lay Expansion	In Progress
Mill at Killingly Lofts	Completed	Logee's Greenhouses	In Progress
125 Alexander Parkway	In Progress	Main Street Auto Sales & Service	In Progress
140 Main Street	In Progress	NTE Killingly Energy Center	In Progress
Central Business District Improvements	In Progress	Nutmeg International	In Progress

- ✓ 50 trade names have been registered in the Town Clerk's Office since July of 2018 and welcomed by a letter from the Economic Development Office as well as invited to participate in the Killingly Business Directory.
- ✓ The Killingly Business Association (KBA) membership is currently 100. The Economic Development Office provides support.
- ✓ ED Director participated in Killingly High School Financial Reality Fair.
- ✓ EDC is participating in the Plan of Conservation & Development process.
- ✓ Total valuation for commercial & industrial building permits was \$18,996,951 and \$137,411 in fees.

Every effort has been made to include accurate and up-to-date information in good faith. The Town of Killingly takes no legal responsibility for the information provided or found as a consequence of this service.

**ORDINANCE AMENDING CHAPTER 2, ARTICLE XIV – PROCUREMENT
CODE OF THE TOWN OF KILLINGLY**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that, the following amendments as shown in underline or strike through to Chapter 2, Article XIV – Procurement Code of Town of Killingly Code of Ordinances be adopted:

Article XIV PROCUREMENT CODE OF THE TOWN OF KILLINGLY

Section 2-201 Purpose

The purpose of this Procurement Code is to:

- A. Provide for the fair and equitable treatment of all persons involved in public procurement by the Town of Killingly.
- B. Maximize the value of public funds in procurement.
- C. Provide safeguards for maintaining procurement procedures of quality and integrity.

Section 2-202 Application

- A. This Procurement Code applies to the procurement of supplies, services and construction for the Town, except for items or services specifically certified by the Board of Education as exempt from the Code as educational items not amenable to bid. It shall apply to every expenditure of public funds by any general government department of the Town irrespective of the source of funding except when any purchase involves the expenditure of federal or state assistance or contract funds, where said purchases shall be conducted in accordance with any applicable laws and/or any federal, state or local regulations approved for the expenditure by the appropriate federal or state agency. Nothing in this Procurement Code, hereafter referred to as this code, shall prevent any department of the Town from complying with the terms and conditions of any grant, gift or request that is otherwise consistent with law. The use of any open bid rendered to the State of Connecticut, ~~or~~ the Council of Governments, ~~or~~ other governmental body or public procurement association with which Killingly is associated shall be considered in compliance with this code.
- B. In order to promote contracts with vendors having responsible employment practices, preference should be given to goods or services produced in the United States and to vendors known for their responsible labor practices. ~~Responsible labor practices shall include wage and benefit levels as may be required by Connecticut General Statutes and sufficient to meet basic needs while providing some discretionary income for a family of four, respect for workers' rights including the right to be heard and to organize and a safe and healthy work environment.~~
- C. All specifications shall be drafted to promote overall economy for the purposes intended and encourage competition in satisfying the Town's needs and shall not be unduly restrictive. The policy enunciated in this sub-section applies to all specifications including but not limited to those prepared for the Town by architects, engineer, designers, ~~and~~ draftsmen, ~~and other professionals.~~

Section 2-203 Definitions

The following words, terms and phrases, when used in this code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Brand name or equal specification: A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet Town requirements, and which provides for the submission of equivalent products.

Brand name specification: A specification limited to one or more items by manufacturers' names or catalogue numbers.

Contract: All types of agreements including purchase orders, regardless of what they may be called, for the purchasing of supplies or services.

Contractor: Any person having a contract with the Town or any of its departments. The term "contractor" shall include the general or prime contractor and shall include subcontractors performing work under the contract.

Construction: The process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property.

It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

Local Bidder: Any bidder having its registered principal place of business within the confines of the Town of Killingly.

Services: The furnishing of labor, time or efforts by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements or the appointment of the Town Attorney which shall be governed by Section 902 of the Town Charter.

Specification: Any description of the physical or functional characteristics or the nature of a supply or service item. It may include a description of any requirement for inspecting, testing or preparing a supply or service item for delivery.

Supplies: All consumables or property, including but not limited to equipment, materials, printing and leases for real property, excluding land or a permanent interest in land.

Section 2-204 Appointment, authority and duties of Purchasing Agent

- A. In accordance with Section 903 of the Town Charter, the appointment by the Town Manager of the Finance Director to be Purchasing Agent is herein confirmed.
- B. The authority and duties of the Purchasing Agent shall be as follows:
 1. Except as may be otherwise provided, the Purchasing Agent shall serve as the principal purchasing official for the Town and shall be responsible for the purchasing of supplies or services in accordance with this code.
 2. In accordance with this policy and subject to the supervision of the Town Manager, the Purchasing Agent shall:
 - a. Procure or supervise the purchasing of all supplies and services needed by the Town;
 - b. Exercise direct supervision over the Town's central stores and general supervision over all other storeroom inventories belonging to the Town;
 - c. Assist the departments of the Town with the establishment and maintenance of programs for specification development, contract administration and product inspection and acceptance and coordination of supplies and service purchases.

Section 2-205 Department responsibilities

- A. The responsibility of department heads regarding purchasing shall be as follows:
 1. Development of specifications for supplies or services shall be the responsibility of department heads. Any specifications to be included in an invitation for competitive sealed bids or proposals shall be submitted to the Purchasing Agent.
 2. When requesting for a purchase, the highest quality item(s) for a specified use at the lowest possible expense is required by all department heads, or their delegates.
 3. Department heads are required to control, supervise and maintain any necessary inventories in a storeroom. Such storerooms shall serve as the receiving and distribution points for materials purchased by a using department.
 4. With the exception of public works parts and fuel inventories, departments will be charged for items at the time of purchase. ~~Departments receiving parts and fuel from public works inventories will be charged as items are used.~~ The Highway Division of Public Works will conduct a physical inventory count of all supplies at such time as there is a change in personnel directly responsible for those storerooms, ~~at fiscal year end~~, and as otherwise may be required throughout the year.
 5. Local purchasing is encouraged where competitive market prices exist except when subsection 7 of this section or Section 2-206 applies. Local purchasing ~~is required~~ **shall be considered** unless non-local purchasing is more cost effective. The following factors shall be considered to determine cost effectiveness:
 - a. Price;
 - b. Comparable quality;
 - c. Cost/ability to secure prices;
 - d. Shipping and handling cost;
 - e. Convenience of follow-up service;
 - f. Time to secure the supply, item or service.
 6. Inspection of incoming materials or services shall be performed for compliance with specifications. These inspections are to be maintained under rigorous review by department heads and their authorized designees. The receiving report copy of the purchase order and any packing slips are to be completed and returned to the Finance Department upon acceptance and payment of an order.

7. Unless otherwise provided, the single purchase of a supply item in an amount estimated at ~~\$510,000.00~~ or above shall be made only by written contract award through a formal bidding procedure. No supply or service generally purchased in the whole shall be purchased as a sum of the parts for the purpose of avoiding the requirement to solicit bids. A single purchase of services in an amount estimated at ~~\$510,000.00~~ shall be made only by written contract award through the appropriate proposal procedure. Sole source purchases and emergency purchases as provided for respectively in Sections 2-209 and 2-210 shall be exceptions to these rules.
- B. Consistent with this code and with the approval of the Town Manager, the Purchasing Agent may adopt operational procedures relating to the execution of his or her duties.

Section 2-206 Competitive sealed bidding

All contracts of the Town for procurement at or in excess of \$ 5,000 shall be awarded by competitive sealed bidding except as otherwise provided in this code and in accordance with the following:

- A. Public notices for inviting bids.
 1. Newspapers. Notices inviting bids shall be published once in at least one official newspaper having a circulation in the Town and such other newspapers as may be necessary to ensure competition in the area and at least ~~five~~ ten (10) calendar days preceding the last day set for the receipt of proposals.
 2. Town of Killingly website. Notice inviting bids shall be posted on the Town of Killingly website.
 3. ~~Bidders' list. The Purchasing Agent shall also solicit sealed bids from all responsible prospective suppliers who have requested their names to be added to a "bidders' list" which the Purchasing Agent shall maintain, by sending them a copy of such newspaper notice or such other notice as will acquaint them with the proposed purchase or sale. The Purchasing Agent may remove from the list any prospective supplier that has failed to send a bid in response to the last two (2) solicitations sent by the Purchasing Agent.~~
- B. Scope of notices shall:
 1. ~~Include specifications and all contractual terms and conditions applicable to the purchase.~~
 2. 1. The notice shall State where bid blanks and specifications may be secured and the time and place for opening bids.
 3. ~~Notice Be sent to the any vendors on the bidders' list but shall be limited to transactions for commodities that are similar in character and ordinarily handled by the trade group to which the notices are sent.~~
- C. Bid security:
 1. Construction contracts exceeding \$50,000. Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the designated official for construction contracting management to exceed \$50,000. ~~00~~. Bid security shall be a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Finance Director. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$50,000. ~~00~~ when the circumstances warrant.
 2. Bid security shall be in an amount equal to at least ten percent (10%) of the amount of the bid.
 3. When the invitation for bids requires security, noncompliance requires that the bid be rejected.
 4. If a bidder is permitted to withdraw a bid before award as provided in Section 2-206, Subsection (H)(a) of this code, no action shall be taken against the bidder or the bid security.
 5. Refund of deposit. The Purchasing Agent shall return the security deposit of any unsuccessful bidder.
 6. Forfeit of deposit. The deposit of a successful bidder shall be forfeited if he fails to enter into a contract within ten (10) days after the award.
- D. Contract Performance and Payment Bond:
 1. When a construction contract is awarded in excess of \$50,000. ~~00~~, the following bonds or security shall be delivered to the Town and shall become binding on the parties upon the execution of the contract:
 - a. A performance bond satisfactory to the Finance Director executed by a surety company authorized to do business in Connecticut; and
 - b. A payment bond satisfactory to the Finance Director executed by a surety company authorized to do business in the state. The bond shall be in the amount equal to 100 percent of the price specified in the contract.

2. Nothing in this section shall be construed to limit the authority of the Town to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in subsection A of this section. Nor shall this section be construed to limit the authority of the Town to require warranties or guarantees against defects where circumstances recommend them.
- E. Sealed bids.
All bids submitted pursuant to the terms of this section shall be sealed and identified on the envelope as bids.
- F. Bid opening procedures.
1. Opening. Bids shall be opened in public at the time and place announced in the public notices required in this article. The amount of each bid, and such other relevant information as the Purchasing Agent deems appropriate, together with the name of each bidder shall be publicly read for the benefit of any bidders and each bid shall be open to public inspection.
 2. Postponement due to closing. If Town Hall shall be closed for weather or any other conditions, bid opening date shall be postponed until the same hour on the next day that Town Hall is officially open for business.
- G. Evaluation:
Bids shall be unconditionally accepted without alteration or correction, except as authorized in this code. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in a bid evaluation that is not set forth in the invitation for bids.
- H. Corrections, Withdrawals
Correction or withdrawal of inadvertently erroneous bids before or after bid opening or cancellation of awards or contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be withdrawn. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. In lieu of a bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
- a. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
 - b. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent and approved by the Town Manager.
- I. Tie bids.
1. If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder.
 2. Where all tie bidders or none of them are local bidders, the Purchasing Agent shall award the contract by drawing lots.
- J. Rejection of bids when in public interest.
The Purchasing Agent shall have the authority to reject all bids, parts of all bids or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby. The reasons therefore shall be made part of the contract file. Each solicitation issued by the Town shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interest of the Town. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future purchases(s) of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or proposers.
- K. Rejection of bid where bidder is in default to the Town.
1. The Purchasing Agent shall not accept the bid of a contractor who is in default on the payment of taxes, licenses or other monies due the Town, or of a contractor, a principal of which is in default on the payment of taxes, licenses or other monies due the Town. The Purchasing Agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the Town.

2. As used in this section:
 - a. a "principal" of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and,
 - b. "default in the payment of taxes" shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Revenue Collector.
- L. Award of contract.

The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
- M. Award to other than lowest bidder; reasons must be stated.

When the award is not given to the lowest responsive bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Purchasing Agent and filed in his records with the other documents relating to the award.
- N. Considerations used in determining lowest responsible bidder.

The Purchasing Agent shall consider the following in his determination of who is the lowest responsible bidder:

 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
 - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - d. The quality of performance of previous contracts or services.
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service, including, but not limited to, the provisions of subsection O of this section.
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
 - g. The quality, availability, and adaptability of the supplies, or contractual services to the particular use required.
 - h. The ability of the bidder to provide future maintenance and service for the subject of the contract.
- O. Contractual provisions concerning fair wages and employment of residents.
 1. All contracts entered into between the Town and contractors which utilize trades persons or laborers by the contractor in the performance of the contract shall incorporate the following provisions:
 - a. The contractor and all subcontractors will not employ any illegal aliens to work on any projects in the Town of Killingly;
 - b. ~~All contractors and subcontractors will provide copies of Federal DHS Form I-9 for each employee assigned to working for the Town of Killingly;~~
 - c. Violations of this section will result in permanent disbarment from future work for the Town of Killingly.
 - d. Preference shall be given to residents of the Town of Killingly in the hiring of labor necessary to the construction, remodeling or repairing of public buildings of the Town.
 - e. In the event the contractor is restricted by labor contracts, or the required specific skills that are not available in the Town of Killingly, the contractor may hire tradesmen and/or laborers who reside outside the Town.
 2. Where applicable, construction of any public works project shall be performed in accordance with Connecticut General Statutes, Section 31-53 as it may be amended from time to time.*
 3. All workers furnishing the goods and services in connection with the construction shall be properly classified as employees rather than independent contractors, causing them to be treated accordingly for the purposes of pay, benefits, worker's compensation, insurance coverage, unemployment compensation coverage, social security taxes and income tax withholding.
 4. ~~All contractors must maintain appropriate industrial accident insurance coverage for all employees.~~
 5. In contracts where the total cost of all work to be performed exceeds one hundred thousand dollars (\$100,000.00) and in all cases wherein one or more apprentices are employed, the employer shall be affiliated with a state-certified apprenticeship program and must register all apprentices with the division and abide by the apprentice to journeyman ratio for each trade prescribed therein.

6. If a contractor signing a contract required under this subsection is found to have violated the provisions of ~~this said~~ contract, it shall, if already paid by the Town, reimburse to the Town one percent (1%) of the payment that would have otherwise been owed by the Town for every count of violation found.

If a contractor signing a contract required under this subsection is found to have violated the provisions of the contract and it has not already been paid by the Town, the Town shall withhold from payment one percent (1%) of the payment that would have otherwise been owed by the Town for every count of violation found. For these purposes, each day of violation and each worker affected shall be deemed a separate count. If a contractor signing a contract required under this subsection is found to have violated the provisions of ~~this said~~ contract they will be barred from performing any work on future projects for six months for a first violation, three years for a second violation, and permanently for a third violation. Each construction contract entered into by the Town shall recite that the contractor understands and agrees to the terms of this section.

~~* Note: Section 31-53, on the effective date of this code, provided that: In contracts for new construction of any public works project where the total cost of all work to be performed by all contractors and subcontractors exceeds four hundred thousand dollars (\$400,000.00) and in contracts for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project where the total of all work to be performed by all contractors and subcontractors exceeds one hundred thousand dollars (\$100,000.00), all tradesmen and laborers hired to perform under the contract shall be paid at the prevailing rates for the same work in the same trade in the town and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the state labor department unless otherwise required to qualify for a federal grant pertaining to the contract.~~

7. As used herein, the term "contractor" shall include the general or prime contractor and shall include subcontractors performing work under the contract.
 8. This bid procedure may be waived by the Town Manager when State Contracts are available for participation by local communities.
- P. Responsibility for selection of methods, of construction contract management.
The Town Manager shall designate the official(s) to be responsible for any construction project in excess of \$35,000 that is not under the jurisdiction of the Permanent Building Commission as provided in Article IX of the Killingly Code of Ordinances. The designated official shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the designated official shall consider the Town's requirements, its resources and the potential contractor's capabilities. The designated official shall include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for each project. This contract provision will be executed with the advice and consent of the Town Council or designee.
- Q. Subdivision of contract prohibited.
No contract or purchase shall be subdivided by the Purchasing Agent or any department head in order to circumvent or avoid the requirements of this division.
- R. Nondiscrimination provisions.
Invitations to bid issued by the Town, on behalf of boards and commissions seeking contractual services for the construction of capital improvements shall include provisions concerning the payment of prevailing wages when called for pursuant to the provisions of 31-53a, proper classification as employees rather than as independent contractors, participation in a state-certified apprenticeship program, non-discrimination, anti-kickback, and conflict of interest similar to the type found in federal invitations to bid.
- S. Legal review and approval of contracts.
No contract for goods or services to which the Town or any of its boards, commissions, departments, agencies or officials is a party shall be executed until the same has been reviewed and approved by corporation counsel with respect to form and legal substance. The Town shall not be bound by any contract unless such contract has been reviewed and approved by corporation counsel prior to its execution.

Section 2-207 Contracting for professional services

- A. For the purpose of procuring professional services such as auditing, accounting, banking, computer or information processing, architect, engineering, land surveying, clergy, medical,

veterinary or dental; the department of the Town requiring such services may procure them on its own behalf following notification to the Purchasing Agent and in accordance with the selection procedures specified in this section.

- B. Except as provided under the provisions for sole source purchasing and emergency purchasing, professional services as described in subsection A. of this section shall be procured as follows:
 - 1. Persons engaged in providing the described professional services may submit statements of qualifications and expressions of interest in providing such professional services. The department of the Town using such professional services may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.
 - 2. Adequate notice of the need for such services shall be given by the Town department requiring the services through a request for services proposals. The request for proposals shall describe the service required, list the types of information and data required of each proposer, and state the relative importance of particular qualifications.
- C. Sealed proposals shall be preferred but for purposes of expanding competition, proposals may be received by facsimile-electronic format in accordance with procedures that ensure the security of the proposals to be developed by the Purchasing Agent and telephone bids may be authorized by the Town Manager where such bids constitute an industry standard.
- D. Discussions may be conducted with any proposer who has submitted a proposal to determine such proposer's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other proposers.
- E. Award shall be made to the proposer determined in writing by the Purchasing Agent and the head of the Town department procuring the required professional services to be best qualified based on evaluation factors set forth in the request for proposals, and negotiation of compensation determined to be fair and reasonable. If compensation cannot be agreed upon with the best qualified proposer, then negotiations will be formally terminated with the selected proposer. If proposals were submitted by one or more other proposers determined to be qualified, negotiations may be conducted with such other proposers, in the order of their respected qualification ranking, and the contract may be awarded to the proposer then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

Section 2-208 Small purchases

- A. Any contract not exceeding \$510,000-00 may be made in accordance with the small purchase procedures authorized in this section.
- B. Insofar as it is practical for small purchases in excess of \$3-1,000-00, no less than three businesses shall be solicited to submit quotations. Quotations may be accepted by telephone and electronically. Award shall be made to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded with purchase orders and maintained as a public record.

Section 2-209 Sole source purchasing

A contract may be awarded without competition when the Purchasing Agent with the approval of the Town Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply or service item. The Purchasing Agent with the appropriate department head or designee shall conduct negotiations, as appropriate, as to price, delivery and terms. A record of sole source purchases shall be maintained as a public record and shall list each vendor's or contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract and the identification number of each contract file.

Section 2-210 Emergency purchasing

Notwithstanding any other provision of this policy, the Town Manager may make or authorize others to make emergency purchases of supplies or services when there exists a threat to public health, welfare or safety; provided that such emergency purchases shall be made with such competition as is practicable under the circumstances.

Section 2-211 Brand name or equal specification

- A. Brand name or equal specification may be used when the Purchasing Agent determines in writing that:
 - 1. No other design or performance specification or qualified products list is available;
 - 2. Time does not permit the preparation of another form of purchase description, not including a brand name specification;

3. The nature of the product or the nature of the Town's requirements makes use of a brand name or equal specification suitable for purchasing; or
4. Use of a brand name or equal specification is in the Town's best interest.
- B. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
- C. Where brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

Section 2-212 Brand name specification

- A. Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Agent makes a written determination that only the identified brand name item or items will satisfy the Town's needs.
- B. The Purchasing Agent shall seek to identify sources from which the designated brand name item(s) can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the purchases shall be made under Section 2-209 of this code.
(Ord. of 12-11-07)

BE IT FURTHER ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the amendment shall be published in summary with full copies available at the Town Clerk, Town Manager and Public Library for public inspection.

KILLINGLY TOWN COUNCIL

Jonathan Cesolini
Chairman

Dated at Killingly, Connecticut,
this 8th day of October 2019

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on October 8, 2019, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)

AGENDA ITEM COVER SHEET

The final transfer request is to transfer the remaining unexpended funds from the Law Enforcement Personnel Services and Materials & Supplies accounts to the Reserve for Constabulary in the amount of \$51,500. The Council already approved the transfer of \$19,927 from the unexpended accounts to the Reserve. The Town has received the reimbursement for DUI patrols from a grant. The current balance of the Reserve is

\$67,873. The Reserve funds will be utilized to purchase the two vehicles which had been approved in the FY 17/18 and 18/19 budgets. The cost of the two vehicles is estimated at \$96,000 fully equipped.

The Fiscal Sub-Committee of the Council reviewed the transfers on September 17, 2019 and voted to recommend them to the Town Council for approval.

FINANCIAL SUMMARY The total amount of all transfers is \$274,824 with a total for contingency fund transfers of \$47,606.

STAFF RECOMMENDATION: Approval of Resolution

TOWN ATTORNEY REVIEW: N/A

COUNCIL ACTION DESIRED: Action on the Resolution

SUPPORTING MATERIALS:

- Resolution

**RESOLUTION AUTHORIZING FISCAL YEAR 2018-2019 BUDGETARY YEAR
END TRANSFERS**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager has requested the sum of One Hundred Eighty Thousand Three Hundred and Twenty-Four Dollars (\$180,324) be transferred within the fiscal year 2018-2019 Town Operating Budget as follows:

From:

Town Council	Personnel Services	\$ 188
Town Council	Contractual Services	\$ 194
Town Manager	Contractual Services	\$ 773
Town Clerk	Contractual Services	\$ 2,707
Finance	Contractual Services	\$ 2,227
Revenue Collector	Contractual Services	\$ 3,316
Revenue Collector	Materials & Supplies	\$ 252
Registration/Elections	Personnel Services	\$ 1,414
Planning & Development	Personnel Services	\$ 1,274
Economic Development	Contractual Services	\$ 218
Highway Supervision	Personnel Services	\$ 2,469
Central Garage	Materials & Supplies	\$ 10,109
Recreation	Materials & Supplies	\$ 5,448
Building Safety & Inspection	Materials & Supplies	\$ 321
Law Enforcement	Personnel Services	\$ 101,808
Contingency		\$ 47,606
		<u>\$ 180,324</u>

To:

Town Council	Materials & Supplies	\$ 494
Town Manager	Materials & Supplies	\$ 773
Legal Services	Contractual Services	\$ 40,977
Town Clerk	Personnel Services	\$ 2,707
Finance	Personnel Services	\$ 2,212
Finance	Materials & Supplies	\$ 15
Revenue Collector	Personnel Services	\$ 4,242
Registration/Elections	Contractual Services	\$ 1,414
Planning & Development	Materials & Supplies	\$ 1,274
Economic Development	Personnel Services	\$ 194
Economic Development	Materials & Supplies	\$ 24
Highway Supervision	Contractual Services	\$ 2,469
Central Garage	Contractual Services	\$ 10,109
Recreation	Contractual Services	\$ 5,448
Building Safety & Inspection	Contractual Services	\$ 321
Law Enforcement	Contractual Services	\$ 101,808
Community Development	Personnel Services	\$ 2,665
Community Development	Contractual Services	\$ 2,558
Community Development	Materials & Supplies	\$ 44
Human Services Subsidies	Contractual Services	\$ 576
		<u>\$ 180,324</u>

ALSO, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the unexpended funds for the fiscal year 2018-19 from the Parks and Grounds Materials & Supplies department not to exceed \$11,500 are transferred to the Recreation Revolving fund. Also, the unexpended funds for the fiscal year 2018-19 from the Law Enforcement department in the amount of \$83,000 (\$38,570 from Personal Services, \$12,930 from Materials & Supplies and \$31,500 from Due to CNR) are transferred to the Constabulary Reserve.

WHEREAS, the Town Manager has further certified the total sum of \$274,824 is unencumbered within the accounts specified; and

WHEREAS, such transfers are for necessary expenditures in the accounts specified;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the sum of \$274,824 is hereby transferred as described above.

KILLINGLY TOWN COUNCIL

Jonathan Cesolini
Chairman

Dated at Killingly, Connecticut,
this 8th day of October 2019

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on October 8, 2019, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)

Agenda Item #15(b)

AGENDA ITEM COVER SHEET

ITEM: **Consideration and action on a resolution authorizing the execution of an agreement fixing the assessment of the property located at 100 Main Street, Danielson, CT**

ITEM SUBMITTED BY:

Elsie Bisset, ED Director
Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF:

October 8, 2019

TOWN MANAGER APPROVAL:



ITEM SUMMARY:

This item was recommended by the Economic Development Commission on September 3, 2019 and would authorize a fixing of assessment agreement for the property at 100 Main Street, Danielson, CT. The agreement would be prepared in accordance with the Code of Ordinances, Section 14-10 Fixing of Assessment Agreements and the applicable State statutes cited in said section and reviewed by the Town Attorney. The agreement would be a 50% reduction on the increased assessment for the maximum period of three (3) years. Commencing with the grand list of October 1, 2019, the increase in valuation due to the improvements is \$47,880 therefore the increase in the assessed value shall be limited to \$23,940 for grand list years of October 1, 2020, October 1, 2021 and the grand list of October 1, 2022 will reflect the full valuation.

FINANCIAL SUMMARY:

Based on the current property tax rate of 24.96 mills, the annual reduction in property tax revenue from 100 Main Street, Danielson, CT would be \$597.55 per year for three years.

STAFF RECOMMENDATION:

Approval of the Resolution

TOWN ATTORNEY REVIEW:

Approved

COUNCIL ACTION DESIRED:

Action on the Resolution

SUPPORTING MATERIALS:

- Resolution
- Application (avail on request)
- Agreement (avail on request)

Resolution #19-51

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
FIXING THE ASSESSMENT OF THE PROPERTY LOCATED AT 100 MAIN
STREET, DANIELSON, CT**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager be herein authorized to sign and execute a Fixing of Assessment Agreement for property tax relief with a 50% reduction on the increased assessment for a business development on the property at 100 Main Street, Danielson, CT, said Agreement to be prepared by the Town Attorney in accordance with Section 14-10 of the Killingly Code of Ordinances and the applicable Connecticut General Statutes cited in Section 14-10.

KILLINGLY TOWN COUNCIL

Jonathan Cesolini
Chairman

Dated at Killingly, Connecticut,
this 8th day of October 2019

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on October 8, 2019, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)

Agenda Item #15(c)

AGENDA ITEM COVER SHEET

ITEM: **Consideration and action on a resolution authorizing the refunding of a portion of the subdivision application fee to John C. D'Amato, Jr. and Ballouville Road, LLC in the amount of \$3,500 for the reduction of subdivision lots converted to open space**

ITEM SUBMITTED BY:

Mary T. Calorio, Town Manager
Anne-Marie Aubrey, Director of
Planning & Development

FOR COUNCIL MEETING OF:

October 8, 2019

TOWN MANAGER APPROVAL:



ITEM SUMMARY:

John C. D'Amato, Jr and Ballouville Road, LLC submitted a subdivision application for a 51-lot subdivision located at 38 Ballouville Road and 82 Ballouville Road. After submission to the Planning & Zoning Commission, the Commission required the minimum 20% open space/recreation are as part of the subdivision plan. This resulted in the applicant re-designing and reducing the total lots from 51-lots to 41-lots. The applicant has requested a refund of the fees for the 10 lots that were removed.

Planning & Zoning Commission reviewed this request at their August 19, 2019 meeting and recommended the refund for Town Council approval.

FINANCIAL SUMMARY:

None

STAFF RECOMMENDATION:

Approval of the Resolution

TOWN ATTORNEY REVIEW:

N/A

COUNCIL ACTION DESIRED:

Action on the Resolution

SUPPORTING MATERIALS:

- Resolution
- Memo from Director of Planning & Development
- Minutes of P&Z Commission meeting
- Applicant request letter

Resolution #19-52

**A RESOLUTION AUTHORIZING THE REFUNDING OF A PORTION OF THE
SUBDIVISION APPLICATION FEE TO JOHN C. D'AMATO, JR AND
BALLOUVILLE ROAD, LLC IN THE AMOUNT OF \$3,500 FOR THE REDUCTION
OF SUBDIVISION LOTS CONVERTED TO OPEN SPACE**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager be herein authorized to refund \$3,500 of the subdivision application fee to John C. D'Amato, Jr and Ballouville Road LLC for the reduction of subdivision lots from 51 lots to 41 lots to create public open space.

KILLINGLY TOWN COUNCIL

Jonathan Cesolini
Chairman

Dated at Killingly, Connecticut,
this 8th day of October 2019

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on October 8, 2019, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)



TOWN OF KILLINGLY

PLANNING & DEVELOPMENT OFFICE

172 Main Street, Killingly, CT 06239

Tel: 860-779-5311 Fax: 860-779-5381

September 24, 2019

Mary T. Calorio
Town Manager
Killingly Town Hall
172 Main Street,
Killingly, CT 06239

RE: Subdivision Application #19-1213;
John C. D'Amato, Jr. and Ballouville Road, LLC
38 Ballouville Road (GIS MAP 63, Lot 50) and 82 Ballouville Road (GIS MAP 52; Lot 1.1)

Dear Ms. Calorio:

During their regularly scheduled meeting of August 19, 2019 the Killingly Planning Zoning Commission voted to recommend the rebate of \$3,500.00 for the ten-lot differential from the application fee for the above referenced subdivision application.

Originally the design called for 51 buildable lots, after discussion with the Planning Zoning Commission and the Conservation Commission the design included only 41 buildable lots, as 10 lots were used to create public open space.

A portion of the application fee is based upon the number of lots being created, and each lot incurs a cost of \$350.00. Therefore, by dissolving ten (10) of those lots for open space, the applicant is requesting a refund of \$3,500.00.

Attached hereto for your reference and convenience are 1) a copy of the letter submitted by the applicant's attorney requesting the \$3,500.00 refund; and 2) copy of the minute page for the August 19, 2019 PZC meeting wherein they commission voted to recommend that refund.

If you need any additional information regarding the above, please feel free to contact me.

Sincerely,

Ann-Marie L. Aubrey
Director of Planning & Development

- Not proposing any open space because it is being conveyed to a family member (exempt).

QUESTIONS/COMMENTS FROM COMMISSION MEMBERS:

Keith Thurlow asked how long and wide is the driveway.

Mr. Terwilliger stated that it is approximately 400-450 long and 12 feet wide.

STAFF COMMENTS:

Ms. Aubrey asked that, if approve, it be noted on the mylar as well as the deed that, because this is a family unit, there was no open space required.

Mr. Terwilliger stated that there is a note on the mylar.

There were no further questions or comments from the Commission, Staff, or the public.

Motion was made by Virge Lorents to close the public hearing for **Re-Subdivision Application # 19-1222**; Peter and Debra Bessenaire; 2 lot re-subdivision; 120 Putnam Road; GIS MAP 18; Lot 19; ~5.0 acres; Rural Development. Second by Milburn Stone. Motion carried unanimously (5-0-0).

VII. UNFINISHED BUSINESS – (review / discussion / action)

A. Continued from the July 15, 2019 Planning Zoning Commission Meeting

1) **Scenic Road Application #18-1205**; Article IV., et sec. Scenic Roads; Killingly Code of Ordinances; Richard W. Fedor, et als; designation of the entire unpaved portion of Pratt Road (Between Pettingell Road and Chestnut Hill Road) as a scenic road in accordance with the Killingly Code of Ordinances. – NOTE: **Though this was approved at the last meeting; there was no Effective date set; therefore, a motion for an effective date must be made at tonight's meeting. Suggested date – September 9, 2019.** - Effective date was set for September 9, 2020 – See Above.

2) **Subdivision Application #19-1213**; John C. D'Amato, Jr. and Ballouville Road, LLC; 51 lot subdivision; 38 Ballouville Road (GIS Map 63, Lot 50); and 82 Ballouville Road (GIS Map 54, Lot 1.1); ~18.8 acres, Medium Density Zone – **CONT. FROM 06/17/2019 & 07/15/2019**

Keith Thurlow recused himself, turned the position of Chair over to Brian Card and left the room.

Motion was made by Sheila Roddy to approve the **Subdivision Application #19-1213**; John C. D'Amato, Jr. and Ballouville Road, LLC; 51 lot subdivision; 38 Ballouville Road (GIS Map 63, Lot 50); and 82 Ballouville Road (GIS Map 54, Lot 1.1); ~18.8 acres, Medium Density Zone with the following conditions:

- The looped water system as required by the Water Company include the easement through the open space;
- Existing stone walls to be used as practical on site;
- Phased approval with bonding required prior to each phase. Subject to Engineer review/approval.
- The IWWC approval letter to obtain all relevant local and State approvals as necessary be followed and included;
- Deeded land to Town along Ballouville Road be done at the start of the project;
- Temporary easement across existing land to access public space be granted;
- Open space land deeded to Town at the start of Phase 1.

Second by Milburn Stone. There was no discussion.

Roll Call Vote: Virge Lorents – yes; Sheila Roddy – yes; Milburn Stone – yes; Brian Card – yes. Motion carried unanimously (4-0-0). Keith Thurlow had recused himself.

Motion was made by Milburn Stone that the Planning and Zoning Commission recommend the rebate of \$3,500.00 for the ten-lot differential from the Application fee for **Subdivision Application #19-1213**; John C. D'Amato, Jr. and Ballouville Road, LLC; 51 lot subdivision; 38 Ballouville Road (GIS Map 63, Lot 50); and 82 Ballouville Road (GIS Map 54, Lot 1.1); ~18.8 acres, Medium Density Zone. Second Virge Lorents. Motion carried unanimously (4-0-0). Keith Thurlow had recused himself.

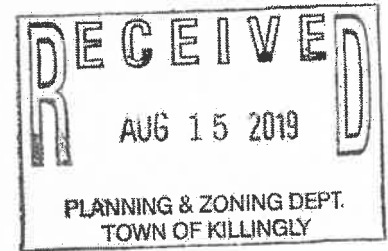
Ms. Aubrey stated that she will submit the recommendation to Town Council and will send a copy to Attorney Heller.

Keith Thurlow returned and resumed the position of Chair.

HELLER, HELLER & McCOY
Attorneys at Law
736 Norwich-New London Turnpike
Uncasville, Connecticut 06382

Sidney F. Heller (1903-1986)
Harry B. Heller
William E. McCoy

Mary Gagne-O'Donal



Telephone: (860)-848-1248
Facsimile: (860)-848-4003

August 13, 2019

Town of Killingly Planning and Zoning Commission
Attn: Mrs. Ann-Marie L. Aubrey, Director of Planning and Development
172 Main Street
Killingly, CT 06239

Re: John C. D'Amato, Jr. and Ballouville Road, LLC
Subdivision Application #38 & #82 Ballouville Road, Killingly, Connecticut

Dear Commissioners:

As you are aware, this office represents John C. D'Amato, Jr. and Ballouville Road, LLC, the owners of properties located at 38 Ballouville Road and 82 Ballouville Road, Killingly, Connecticut, respectively. Our clients have submitted a subdivision application to the Town of Killingly Planning and Zoning Commission for the subdivision of these two adjacent parcels of real property, which application is currently pending before your Commission.

In preliminary discussions with staff concerning this project, it was our clients' understanding that the Town of Killingly Planning and Zoning Commission would entertain a fee in lieu of open space, rather than dedicating open space to the Town of Killingly as required by the municipal subdivision regulations. Based upon that understanding, a subdivision was designed containing fifty-one (51) lots. Based upon direction received from your Commission at the July, 2019 continued public hearing on this application, the Town of Killingly will not accept a fee in lieu of open space. Therefore, the applicant has redesigned the proposed subdivision to incorporate twenty (20%) percent of the project site as proposed open space/recreation area.

The re-design of the subdivision has resulted in a net loss of ten (10) building lots, thereby reducing the lot yield of the subdivision from the originally proposed fifty-one (51) lots to proposed forty-one (41) lots. The application fee paid to the Town of Killingly in conjunction with the subdivision application is based, in part, upon the number of lots contained in the subdivision initiative. In conjunction with the subdivision application, the applicant has paid a component of the application fee, totaling \$17,850.00 based upon fifty-one (51) lots at \$350.00 per lot.

Since the lot yield for the proposed subdivision has been reduced to forty-one (41) lots as a result of the incorporation of open space/recreation area into the subdivision design, the

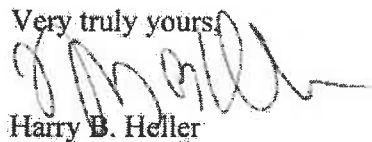
Z:\D'Amato\Killingly\2019 Subdivision\ltr.Killingly re rebate.doc

Town of Killingly Planning and Zoning Commission
August 13, 2019
Page 2 of 2

applicant requests that the Commission rebate the application fee applicable to the ten (10) building lots which have been removed from the project design in order to provide the minimum twenty (20%) percent open space/recreation area. The requested application fee rebate is in the amount of \$3,500.00.*

Please consider this request in your deliberations on the subdivision application for the subdivision of the property located at 38 and 82 Ballouville Road, Killingly, Connecticut. Should you have any questions concerning this request, please feel free to contact the undersigned.

Very truly yours,



Harry B. Heller

HBH/rmb
enclosure

AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution to approve participation in the Connecticut Conference of Municipalities' (CCM) electric consortium program to competitively bid electric generation rates and authorize the execution of a multi-year agreement for said rates

ITEM SUBMITTED BY Jennifer Hawkins, Director of Finance
Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF: October 8, 2019

TOWN MANAGER APPROVAL:



ITEM SUMMARY: This resolution will enable the Town of Killingly to continue participating in the Connecticut Conference of Municipalities' Electric Consortium and authorizes the Town Manager to sign a new agreement to lock in fixed rates for power generation for a term of not more than three years. An electric consortium brings several power users together and offers a supplier of electricity the buying volume incentive for discounting its rates. The competitive bidding process for electric rates is market-sensitive and allows only a few hours between bid acceptance and execution of an agreement.

FINANCIAL SUMMARY: Approval of this item is expected to lock in power generation rates to a rate that is below the standard offer rates currently anticipated for the current fiscal year.

STAFF RECOMMENDATION: Approval of the resolution

TOWN ATTORNEY REVIEW: N/A

COUNCIL ACTION DESIRED: Action on the resolution

SUPPORTING MATERIALS:

- Resolution
- Market Analysis by Titan Energy

Resolution #19-53

**RESOLUTION TO APPROVE PARTICIPATION IN THE CONNECTICUT
CONFERENCE OF MUNICIPALITIES' (CCM) ELECTRIC CONSORTIUM
PROGRAM TO COMPETITIVELY BID ELECTRIC GENERATION RATES
AND AUTHORIZE THE EXECUTION OF A MULTI-YEAR AGREEMENT FOR
SAID RATES**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager is hereby authorized to sign and execute a multi-year contract with a competitively bid/selected CCM electric consortium for a term not to exceed three years.

KILLINGLY TOWN COUNCIL

Jonathan Cesolini
Chairman

Dated at Killingly, Connecticut,
this 8th day of October 2019

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on October 8, 2019, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

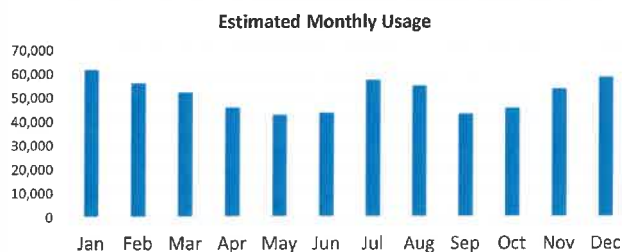
Elizabeth Wilson, Town Clerk

Date

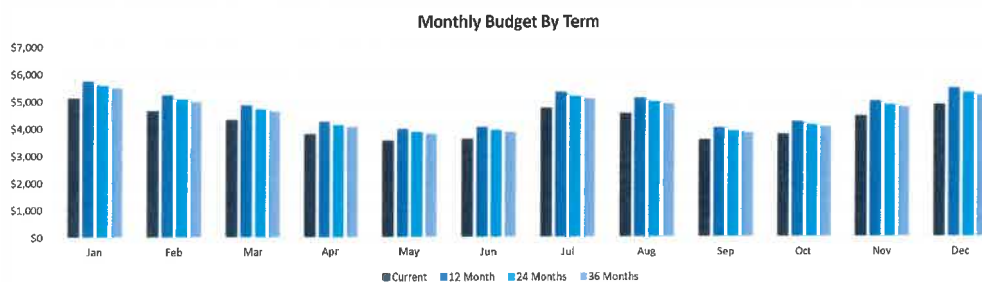
(Seal)



Customer Name	Town of Killingly
Start Date	Dec-19
# of Accounts	24
Utility	Eversource
Current Supplier	Constellation
Current Rate	\$0.08300
Product	Fixed All-In*
% Green	Standard
Annual Usage	616,952



Supplier	12 Month	24 Months	36 Months
Agera Energy	0.09610	0.09386	0.09159
First Point Power	0.09583	0.09394	0.09213
Direct Energy	0.09635	0.09386	0.09264
Spark Energy	0.10060	0.09800	0.09580
Liberty Power	0.09355	0.09097	0.08910
Engie	0.09569	0.09314	0.09144
Mega Energy	0.09507	0.09292	
Constellation	0.09336	0.09070	0.08904
Low Option	0.09336	0.09070	0.08904



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Nov	Dec
12 Month	\$5,783	\$5,255	\$4,887	\$4,287	\$4,005	\$4,078	\$5,365	\$5,141	\$4,034	\$5,016	\$5,483
24 Months	\$5,618	\$5,106	\$4,748	\$4,165	\$3,891	\$3,962	\$5,212	\$4,995	\$3,919	\$4,873	\$5,327
36 Months	\$5,515	\$5,012	\$4,661	\$4,089	\$3,819	\$3,889	\$5,117	\$4,903	\$3,847	\$4,784	\$5,229

Notes:

*All known electricity pricing components at the time of signature, including but not limited to Capacity, are included in Price, and not subject to change throughout term

This communication does not constitute an offer to purchase any security, future or other financial instrument or product. The above pricing is indicative and subject to change based on market conditions. Any transaction is subject to credit review and execution of contract documentation.

AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution authorizing a 2019-2020 Budgetary Transfer of \$5,000 from Contingency to the Human Services Subsidies, ACCESS Agency appropriation for the operation of a regional winter homeless shelter.

ITEM SUBMITTED BY: Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF: October 8, 2019

TOWN MANAGER APPROVAL:



ITEM SUMMARY: This item would authorize a 2019-2020 budget transfer of \$5,000 from the Contingent Account to the Access Agency Account in the Human Service Subsidies budget. The Access Agency has been leading a regional initiative to identify a solution to the additional need for winter sheltering of the homeless during the cold winter months. The Access Agency estimates an operational cost of \$75,000 for the winter season. They have received a grant of \$6,500 and the Town of Brooklyn has donated \$5,000 toward the initiative.

Killingly receives some calls or requests throughout the winter months from homeless individuals seeking shelter. The Town works with Access Agency and the Windham shelter to attempt to gain them shelter. However, both shelters in the last few years have reached and exceeded capacity during no-freeze protocol. This regional shelter would allow for additional space to allow the vulnerable to seek appropriate shelter. The shelter is not intended to provide food or showering facilities.

FINANCIAL SUMMARY: The Contingency Account has a current balance of about \$215,000. If approved, the balance in the contingent account after this transfer will reduce the balance to \$210,000.

STAFF RECOMMENDATION: Approval of the Resolution

TOWN ATTORNEY REVIEW: N/A

COUNCIL ACTION DESIRED: Action on the Resolution

SUPPORTING MATERIALS:

- Resolution
- Fact Sheet and Cost Summary

Resolution #19-54

**RESOLUTION AUTHORIZING A 2019-2020 BUDGETARY
TRANSFER OF \$5,000 FROM CONTINGENCY TO THE HUMAN SERVICES
SUBSIDIES, ACCESS AGENCY APPROPRIATION, PROFESSIONAL
SERVICES ACCOUNT FOR THE OPERATION OF A REGIONAL WINTER
HOMELESS SHELTER**

WHEREAS, the Town Manager is requesting the sum of \$5,000 contribution to ACCESS Agency for the operation of a regional winter homeless shelter be transferred within the Fiscal Year 2019-2020 Budget as follows:

From: The Special Reserves & Programs Budget
Contractual Services – Contingent Account (63-50241) \$5,000

To: The Human Services Subsidies Budget
Contractual Services –
ACCESS Agency Account (52-50296) \$5,000

AND, WHEREAS, the Town Manager herein certifies that said sum of \$5,000 is unencumbered within the account specified;

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the sum of \$5,000 is hereby transferred as described above.

KILLINGLY TOWN COUNCIL

Jonathan Cesolini
Chairman

Dated at Killingly, Connecticut
this 8th day of October 2019

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on October 8, 2019, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)

NE CT Warming Center Fact Sheet

The Problem

Last winter, the only Emergency Shelter in our region, which is located in Killingly and operated by the Access Community Action Agency experienced more need than the space was meant to serve. Running up to 15 people over capacity, the Shelter provided them with warmth but they had to sleep in chairs. Staffing was an issue due to both the sheer number of overnight guests and the funder prescribed staff-to- client ratio. This situation will not be available to the region during the upcoming winter.

The number of people on the Emergency Shelter wait list this summer has ranged from 40 to 67.

These are not all the people experiencing homelessness this summer. We are aware of others who are not on the wait list.

This past April, Access formed a collaboration of local service providers, churches, towns, and volunteers in order to address the problem. However, as of today we still have not found a solution.

Our Homelessness Charrette, formed in 2018, has addressed the annual homelessness count and is looking to identify and collaborate with local landlords. We have now also turned our attention to this pressing problem.

The Solution:

Establish an overnight Warming Center from November through March to safely shelter people from the dangerously cold weather.

The Need

- A centrally located facility in Putnam or Killingly/Danielson, near bus routes preferred
- 1,500-2,000 sq./ft. of space that would accommodate 30 to 50 people, possibly including families with children from 5 pm to 8 am nightly.
- Open floor space
- 1 bath minimum, 2 preferred (Shower not required)
- Heat, Electricity
- Part-time Coordinator of Volunteers
- 60 volunteers, each volunteering once per month to help staff the Warming Center in the evenings.
- Training for volunteers through the SERAC Congregation Assistance Program (CAP)
- \$75,000 to fund the Warming Center through the winter

Warming Center Draft Budgets 9/18/19

for 2000
CAN
St. Albans

Option 1: 3 Months (Dec. 15 - March 15)						3
Option 1A: 3 Months, 12 hours/day (8pm - 8am)						
Staff wages		# hrs/day	\$/hr	# wks		
On-site (13 hrs/day)	\$14,196	13	\$12	13		
Vol. Coordinator	\$2,184	2				
Fringe	\$2,457	15%				
Occupancy	\$6,000	\$2,000	/month			
Supplies*	\$1,300	\$100	/wk			
Cleaning	\$1,625	\$125	/wk			
Total:	\$27,762					
Grand Total (with Vans):	\$38,080					
Option 1B: 3 Months, 15 hours/day (5pm - 8am)						
Staff wages		# hrs/day				
On-Site (16 hrs/day)	\$17,472	16				
Vol. Coordinator	\$2,184	2				
Fringe	\$2,948	15%				
Occupancy	\$6,000	\$2,000	/month			
Supplies*	\$1,625	\$100	/wk			
Cleaning :	\$1,625	\$125	/wk			
Total:	\$31,854					
Grand Total (with Vans):	\$42,172					
Transportation		# hrs/day	\$/hr	# wks		
Van Drivers:	\$5,040	4	\$15	13		
		Per Mile	Miles/day			
2 Vans:	\$5,278	\$0.58	100	total		
Subtotal	\$10,318					
Option 2: 4 Months (Dec. 1 - March 31)						4
Option 2A: 4 months, 12 hours/day (8pm - 8am)						
Staff wages		# hrs/day	\$/hr	# wks		
On-site (13 hrs/day)	\$18,564	13	\$12	17		
Vol. Coordinator	\$2,856	2				
Fringe	\$3,213	15%				
Occupancy	\$8,000	\$2,000	/month			
Supplies*	\$1,700	\$100	/wk			
Cleaning	\$2,125	\$125	/wk			
Total:	\$36,458					
Grand Total (with Vans):	\$48,820					
Option 2B: 4 Months, 15 hours/day (5pm - 8am)						
Staff wages		# hrs/day				
On-site 13 hrs/day	\$22,848	16				
Vol. Coordinator	\$2,856	2				
Fringe	\$3,856	15%				
Occupancy	\$8,000	\$2,000	/month			
Supplies*	\$2,125	\$100	/wk			
Cleaning :	\$2,125	\$125	/wk			
Total:	\$41,810					
Grand Total (with Vans):	\$54,172					
Transportation		# hrs/day	\$/hr	# wks		
Van Drivers:	\$5,460	4	\$15	17		
		Per Mile	Miles/day			
2 Vans:	\$6,902	\$0.58	100	total		
Subtotal	\$12,362					

*cell phone, mats, cleaning products, paper towels, toilet paper, paper cups, garbage bags, etc.

Resolution #19-55

**RESOLUTION AUTHORIZING THE USE OF UP TO \$2,322 OF THE
ECONOMIC DEVELOPMENT TRUST FUNDS TO COMPLETE ADDITIONAL
ENVIRONMENTAL SITE ASSESSMENT AT 140 MAIN STREET**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager be herein authorized to use up to \$2,322 in funding from the Economic Development Trust Fund to complete additional environmental site assessment at 140 Main Street

KILLINGLY TOWN COUNCIL

Jonathan Cesolini
Chairman

Dated at Killingly, Connecticut
this 8th day of October 2019

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on October 8, 2019, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)



September 4, 2019

Ms. Elsie R. Bisset
Economic Development Director
Town of Killingly
172 Main Street
Killingly, CT 06239
ebisset@killinglyct.gov

RE: Limited Boiler Inspection, Site/Report Review and Opinion of Cost
140 Main Street, Killingly, Connecticut
Fuss & O'Neill EnviroScience No. 20151202.A20

Dear Ms. Bisset:

Fuss & O'Neill, Inc. (Fuss & O'Neill) is pleased to submit this proposal to provide a limited boiler asbestos inspection, site/previous hazmat report review and current opinion of costs related to hazardous building materials identified at the building on 140 Main Street, Killingly, Connecticut (the "Site"). This proposal was developed for the exclusive use of Town of Killingly (the "Client").

Our proposal is based on our evaluation of the project requirements and Fuss & O'Neill's ability to meet those requirements. As specified in this proposal, Fuss & O'Neill's services will include the following:

- Limited boiler inspection for suspect asbestos-containing material (ACM) and letter report summarizing findings;
- Review of current Site conditions and the *Limited Hazardous Building Materials Inspection* report developed by Fuss & O'Neill dated March 25, 2016; and
- Current opinion of cost related to hazardous building materials abatement.

146 Hartford Road
Manchester, CT
06040
† 860.646.2469
800.286.2469
f 860.533.5143
www.fando.com

Project Background

Fuss & O'Neill understands that the Site was constructed in 1900 and, with the exception of one retail tenant, has been vacant for more than ten years. The building is approximately 21,000 square feet, including the basement, first floor, and second floor. A limited hazardous building materials inspection of the Site was previously conducted by Fuss & O'Neill in March 2016. Accessible building materials at the Site were assessed for lead and asbestos during the prior limited inspection; however, the boiler was not included in the inspection, nor were the foundation, slab, and wall waterproofing of vapor barrier materials (due to limitations and the need for destructive testing).

California
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

Ms. Elsie R. Bisset
September 4, 2019
Page 2

Scope of Services

Fuss & O'Neill proposes to provide the following services:

A. Limited Boiler Inspection for Suspect ACM Inspection and Reporting

Fuss & O'Neill will conduct a limited inspection for suspect ACM at the Site associated with the boiler unit. The inspection will be conducted to meet the Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) definition of a thorough inspection, unless noted otherwise. ACM identification will be based on individual homogeneous material sampling groups, separated by color, texture, installation date, building vintage, and construction type.

Fuss & O'Neill will collect samples of suspect ACM representing each homogeneous material type (similar in color, texture, and vintage) associated with the boiler unit. Samples will be submitted for analysis by Polarized Light Microscopy (PLM) using the approved EPA Method 600/R-93/116, in accordance with accreditation of the National Institute of Standards and Technology (NIST). Non-friable Organically Bound (NOB) materials that are determined by PLM to be non-asbestos-containing or less than 1% asbestos shall be confirmed with Transmission Electron Microscopy (TEM) NOB Method

NESHAP compliance suggests using Asbestos Hazard Emergency Response Act (AHERA) sampling protocols, even for non-school buildings. Using AHERA sampling protocols, the EPA considers a homogeneous material to be non-asbestos-containing upon receipt of 2 to 7 negative sample analytical results by PLM, depending on material type and quantity. Samples of suspect ACM will be collected in accordance with EPA recommendations and AHERA protocols. The protocols include the following:

- Surfacing Materials, such as plaster and spray-applied fireproofing, will be collected in a randomly distributed manner representing each homogeneous area based on the overall quantity as follows:
 - Three samples will be collected from each homogeneous area that is less than or equal to 1,000 square feet.
 - Five samples will be collected from each homogeneous area that is greater than 1,000 square feet, but less than or equal to 5,000 square feet.
 - Seven samples will be collected from each homogeneous area that is greater than 5,000 square feet.
- Thermal System Insulation (TSI), such as pipe, tank, and duct insulations, will be collected in a randomly distributed manner representing each homogeneous area. Three bulk

Ms. Elsie R. Bisset

September 4, 2019

Page 3

samples will be collected from each material and submitted for laboratory analysis. Also, we will collect at least one sample of each different patching material (less than 6 square feet) applied to TSI.

- Miscellaneous Materials, such as floor tile, gaskets, ceiling tiles, construction mastics, etc., will include a minimum of two representative samples collected for each different homogeneous material type. Sampling will be conducted in a manner sufficient to determine asbestos content of the homogeneous material as determined by the Asbestos Inspector(s).

Fuss & O'Neill will collect a set of samples of each different suspect material type. Analysis will be stopped upon receipt of the first positive asbestos result of each different suspect material type. If a positive result (> 1% asbestos) is not identified using the PLM method, confirmatory analysis using the TEM NOB Method will be performed.

We have included an estimated budget of **24 samples** for PLM analysis. We will also perform confirmatory sample analysis of NOB materials using TEM NOB method. We have budgeted **4 samples** for TEM NOB analysis. Sample analysis will be at unit rates per sample basis. Please note this is only an estimated number of the samples that may be required for this engagement. Based on our evaluation of the site, additional samples may be required.

Laboratory results of the boiler inspection will be provided in a separate letter report.

B. Review of Current Site Conditions and Prior Report

While on Site to conduct the limited boiler inspection for suspect ACM, Fuss & O'Neill will conduct an assessment of the current conditions at the Site and review the March 2016 *Limited Hazardous Materials Inspection* report to gather all the information needed to provide an estimate of the opinion of costs for identified hazardous building materials abatement.

C. Current Opinion of Cost - Hazardous Building Materials Abatement

Based on the current March 2016 *Limited Hazardous Materials Inspection* report, and the information obtained from the limited boiler inspection and current Site conditions, Fuss & O'Neill will provide the Client with an estimated opinion of cost for abatement of all identified hazardous building materials at the Site.



Ms. Elsie R. Bisset
September 4, 2019
Page 4

Project Fees

A. Limited Boiler Inspection for Suspect ACM Inspection and Reporting

1. Labor for field work, documentation review, project management, letter report preparation and current opinion of cost \$1,550
2. Asbestos Samples (Laboratory Unit Rates):

PLM Analysis (24-hour turnaround)
Estimate 24 samples @ \$18.00/sample \$432

TEM NOB Analysis (24-hour turnaround) –
Estimate 4 samples @ \$85.00/sample \$340

Estimated Project Total \$2,322

Terms and Conditions

The attached General Terms and Conditions are an integral part of this agreement. This proposal shall be valid for a period of 180 calendar days from the date of issuance.

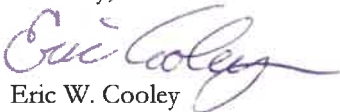
Agreement for Services


If you are in agreement with this proposal and the attached General Terms and Conditions, please indicate by signing the Authorization to Proceed and returning it to our office via email, mail or fax.

Initiation of Services

Services will commence upon receipt of the signed Authorization to Proceed. Please contact us if you have any questions related to this proposal. We look forward to continue working with you at this Site.

Sincerely,


Eric W. Cooley
Project Manager


Kathleen C. Pane
Associate

EWC/gr

Attachments: Authorization to Proceed
General Terms and Conditions

Agenda Item# 15 (g)

ITEM: Consideration and action on a resolution regarding the use of federal fiscal year 2019 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 4

ITEM SUBMITTED BY: Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF: October 8, 2019

TOWN MANAGER APPROVAL:

May 1, 2024

ITEM SUMMARY: This document is a requirement for receiving Homeland Security Grant Funds and serves the following functions:

- I. Details state use of local Homeland Security funds and the administration of the DEMHS Region 4 Homeland Security Grant Program;
- II. Details the terms of custodial ownership of assets purchased with regional Homeland Security funds.

A new resolution is needed when there is a new or a change in the CEO of the Town. We need to have a new resolution for the signage of the Grant application that needs to be submitted by January 7, 2020.

FINANCIAL SUMMARY: N/A

STAFF RECOMMENDATION: Approval of the Resolution

TOWN ATTORNEY RECOMMENDATION: N/A

COUNCIL ACTION DESIRED: Action on the Resolution

SUPPORTING MATERIALS: Example HSGP MOA 2018

Resolution #19-56

**RESOLUTION REGARDING THE USE OF FEDERAL FISCAL YEAR 2019
STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL
OWNERSHIP OF REGIONAL ASSETS IN DEMHS REGION 4**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Mary T. Calorio, as Town Manager of The Town of Killingly, is authorized and directed to execute and deliver any and all documents on behalf of the Town Council of the Town of Killingly and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

KILLINGLY TOWN COUNCIL

Jonathan Cesolini
Chairman

Dated at Killingly, Connecticut
this 8th day of October 2019

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on October 8, 2019, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)



**FFY 2018 STATE HOMELAND SECURITY GRANT
PROGRAM Region 4 MEMORANDUM OF AGREEMENT**



Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

Town Information:



Person Completing Document:	
Municipality Name:	
Town CEO Name:	
Town CEO Title (ie. Mayor):	

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information:



POC Name & Title:	
Address:	
Email:	
Phone:	
Fax:	



2018 HSGP Omnibus MOA

**FFY 2018 STATE HOMELAND SECURITY GRANT
PROGRAM Region 4 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement.

1. Instructions for: _____

Received by: _____

For the MOA:

- ☐ A municipal point of contact been identified in Part III, Section L.
- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.

☐ **Authorizing Resolution Attached**

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2018 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2018 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail the complete MOA package to: James Butler, Executive Director, Southeastern CT Council of Governments, 5 Connecticut Avenue, Norwich, CT 06360

2. Instructions for the Southeastern CT Council of Governments

Received by: _____

Review and Signature

- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.
- ☐ The Region 4 REPT Chair has signed and dated the agreement.
- ☐ The Region 4 REPT Chair's name has been typed in the space provided.
- ☐ All of the items listed on this checklist have been completed and are correct.

Once complete please contact your DESPP/DEMHS Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2018 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: Monday, January 7, 2019

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2018 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 4

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, the Southeastern CT Council of Governments (Fiduciary) and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2018 State Homeland Security Grant Program (SHSGP), Award No. EMW-2018-SS-00107. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2018 SHSGP in the total amount of \$1,460,498 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center;
 - c. CBRNE Detection and Response;
 - d. Metropolitan Medical Response System;
 - e. Citizen Corps. Program;
 - f. Medical Preparation and Response; and
 - g. Cyber Security
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including _____ – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4.
6. _____ is eligible to participate in those Federal Fiscal Year 2018 SHSGP regional allocations made through the Region 4 REPT and not included in the set-aside projects, in the amount of \$357,659 for Region 4 which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and _____ enter into Part I of this MOA authorizing the SAA to act as the agent of _____ and allowing the SAA to retain and administer grant funds provided under 2018 SHSGP for the seven regional set-aside projects listed above, and also for The Southeastern CT Council of Governments to provide the financial and programmatic oversight described below.

C. SAA and _____ Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,460,498 in furtherance of the seven regional set-aside projects listed above.

_____ agrees to allow the SAA to provide financial and programmatic oversight of the \$1,460,498 for the purpose of supporting the allocations and uses of funds under the

2018 SHSGP consistent with the 2018 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. _____ agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

D. Southeastern CT Council of Governments & _____ Responsibilities.

_____ also agrees to allow the Southeastern CT Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2018 regional allocation not included in the seven regional set-aside projects in the amount of \$357,659 targeted to member municipalities in DEMHS Region 4 and recommended through the Region 4 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, the Southeastern CT Council of Governments (Fiduciary), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. _____ has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of _____, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that _____ may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2018 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Southeastern CT Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2018.

B. Purpose.

DESPP/DEMHS, the Region 4 REPT, Southeastern CT Council of Governments (Fiduciary), and _____, enter into Part II of this MOA regarding asset(s) for which _____ agrees to be the custodial owner, and which are described in the approved 2018 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Southeastern CT Council of Governments (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Southeastern CT Council of Governments which, as the Region 4 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in _____ may be made after the execution of this agreement and that Appendix A shall be completed accordingly. _____ agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 4 REPT, and the Chief Executive Officer, or his/her designee, of _____.

4. Responsibilities of Custodial Owner

_____ understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, _____ agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of _____'s municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by _____ shall conform to the manufacturer's recommendations. If appropriate, _____ shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of _____ performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 4 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), _____ is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4.

6. Assignment of Asset(s).

If _____ does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT**A. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of _____ is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving _____ written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until _____, through the Region 4 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

G. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/DEMHS 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.

H. Audit Compliance.

If _____ through the Region 4 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then _____ must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder.

_____ agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

I. Lobbying, Debarment, and Suspension.

_____ commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

J. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. _____ agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order. The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Executive Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

K. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

L. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post

copies of the of the notice in conspicuous places available to employees and applicants for employment;

3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

M. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William J. Hackett	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: william.j.hackett@ct.gov and rita.stewart@ct.gov	Phone: 860-685-8531
	Fax: 860-685-8902
2. The Point of Contact for _____ (Please fill in the following fields)	
Name & Title:	
Address:	
Email Address:	Phone:
	Fax:

M. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or _____. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE _____

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: _____

THE CITY OF STAMFORD

By: _____ Date: _____
 Its Chief Executed
 Officer Duly
 Authorized
 Typed Name _____

MOA THE Region 4 REGIONAL EMERGENCY PLANNING TEAM

By:

Date:

Its Chair
Duly Authorized
Typed Name: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

Date:

By:

William J. Hackett
Duly Authorized