



TOWN OF KILLINGLY

OFFICE OF THE TOWN MANAGER

172 Main Street

Killingly, CT 06239

Tel: 860-779-5300, ext. 7 Fax: 860-779-5382

REGULAR TOWN COUNCIL MEETING AGENDA

DATE: Tuesday, May 9, 2023

TIME: 7:00 PM

PLACE: Town Meeting Room
172 Main Street, Killingly

Elizabeth M. Wilson

2023 MAY -5 AM 8:41

RECEIVED
TOWN CLERK, KILLINGLY, CT

This meeting will be in person. It can also be viewed on Facebook Live or Channel 22. Go to www.killinglyct.gov click on Facebook Live

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 – April 1, 2023
 - b) Special Town Council Meeting – April 3, 2023
 - c) Special Town Council Meeting – April 4, 2023
 - d) Special Town Council Meeting – April 11, 2023
 - e) Special Town Council Meeting – April 13, 2023
 - f) Special Town Council Meeting – April 18, 2023
6. PRESENTATIONS, PROCLAMATIONS AND DECLARATIONS
 - a) Proclamation Recognizing and Supporting Law Enforcement
 - b) Proclamation recognizing May 2023 as National Military Appreciation Month
 - c) Proclamation recognizing May 2023 as Mental Health Awareness Month
 - d) Proclamation recognizing May 2023 as Motorcycle Safety Awareness Month
 - e) Proclamation recognizing May 2023 as National Bicycle Safety Month
7. UNFINISHED BUSINESS FOR TOWN MEETING ACTION
8. CITIZEN'S STATEMENT AND PETITION

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 minutes (45) and each citizen's presentation shall not exceed five (5) minutes unless otherwise indicated by a majority vote of the Town Council.

Visit us at: www.Killingly.org

This institution is an equal opportunity provider and employer.

Public comment can be made in person or submitted by 2 p.m. the day of the meeting via email at publiccomment@killinglyct.gov, mailed to the Town of Killingly, Town Manager's Office, 172 Main Street, Killingly CT 06239 or put in the drop box on the side of Town Hall. Public comment will be posted on the Town's website www.killinglyct.gov.

9. COUNCIL/STAFF COMMENTS
10. APPOINTMENTS TO BOARDS AND COMMISSIONS
 - a. None
11. REPORTS FROM LIAISONS
 - 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 Managers Report
14. UNFINISHED BUSINESS FOR TOWN COUNCIL ACTION
15. NEW BUSINESS
 - a) Consideration and action on a resolution the use of federal fiscal year 2022 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 4.
16. COUNCIL MEMBER REPORTS AND COMMENTS
17. EXECUTIVE SESSION
 - a) Conveyance of Easement
 - b) Sale of Property - 125 Alexander Parkway
18. ADJOURNMENT

**KILLINGLY TOWN COUNCIL
SPECIAL TOWN COUNCIL MEETING**

Date: Saturday, April 1, 2023

Time: 8:00 a.m.

Place: Town Meeting Room
Killingly Town Hall

**AGENDA
KILLINGLY TOWN COUNCIL**

The Town Council of the Town of Killingly held a Special Meeting on Saturday, April 1, 2023, at 8:00 a.m. in the Town Meeting Room of the Killingly Town Hall, 172 Main Street, Killingly, Connecticut. The agenda was as follows:

- 1. Roll Call**
- 2. Public Comment**
- 3. Budget Review**
- 4. Adjournment**

1. Chairman Anderson called the Special Meeting to order at 8:03 a. m. On Roll Call, all Counselors were present except Mr. Whitehead and Ms. Wakefield, who were absent with notification. Ms. George attended virtually. Town Manager Calorio, Finance Director Hawkins, and Council Secretary Buzalski were also present. For the Board of Education, Mr. Farrow, Ms. Martin, and Ms. Dombkowski were present.

2. Public Comment: There were no Public Comments.

3. Budget Review:

Town Manager Calorio and Finance Director Hawkins presented the Town Operating and Capital Budgets to the Council.

Superintendent Angeli arrived at 9:33 a.m.

Mr. Grandelski made a motion, seconded by Mr. Wood, to take a 10-minute recess.

Voice vote: Unanimous. Motion passed.

The Council was in recess from 9:49 a.m. until 10:00 a.m.

Assistant Superintendent Nash-Ditzel, Board of Ed Member Napierata, and Manager of Business Affairs Christine Clark joined the meeting at 10:00 a.m.

Superintendent Angeli presented the Board of Education Operating Budget.

Mr. Grandelski made a motion, seconded by Ms. Murphy, to extend the meeting by 15 minutes.

Voice vote: Unanimous. Motion passed.

4. Adjournment

Mr. Grandelski made a motion, seconded by Mr. Wood, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 12:11 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

DRAFT

4. Adjournment

Mr. Grandelski made a motion, seconded by Mr. Wood, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 12:11 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

KILLINGLY TOWN COUNCIL SPECIAL TOWN COUNCIL MEETING

Date: Monday, April 3, 2023

Time: 7:00 p.m.

Place: Town Meeting Room
Killingly Town Hall

AGENDA KILLINGLY TOWN COUNCIL

The Town Council of the Town of Killingly held a Special Meeting on Monday, April 3, 2023, 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. **Roll Call**
2. **Public Comment**
3. **Budget Review**
 - a. Budget Review FY 2023-2024
 - b. Meeting with United Services regarding FY 2023-2024 Budget Request
4. **Adjournment**

1. Vice Chairman Kerttula called the Special Meeting to order at 7:03 p. m. On Roll Call, all Counselors were present except Mr. Anderson, who arrived at 7:10 p.m. and Mr. Wood, who attended virtually. Town Manager Calorio and Finance Director Hawkins were also present.

2. Public Comment:

Kathy Fedor, 107 Primrose Crossing, Dayville, asked questions and made comments on several line items.

Margaret Weaver, 39 Steven St, sent in written comments. She feels that the Board of Education should have to do fundraising to make up the \$100,000 that will not be funded by the tribes because the Board of Education will not change the name of the school mascot.

3. Budget Review:

Mr. Grandelski made a motion, seconded by Ms. Murphy, to move agenda item 3b forward.

Voice vote: Unanimous. Motion passed.

3b. Meeting with United Services regarding FY 2023-2024 Budget Request

Representatives from United Services presented their budget request and responded to questions and comments from Councilors.

3a. Budget Review FY 2023-2024

Town Manager Calorio and Finance Director Hawkins presented the Town Operating and Capital Budgets to the Council and responded to questions and comments from Councilors.

4. Adjournment:

Mr. Grandelski made a motion, seconded by Ms. George, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 9:30 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

4. Adjournment

Mr. Grandelski made a motion, seconded by Mr. Wood, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 12:11 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

KILLINGLY TOWN COUNCIL SPECIAL TOWN COUNCIL MEETING

DATE: Tuesday, April 4, 2023

TIME: 7:00 P.M.

PLACE: Town Meeting Room
Killingly Town Hall

AGENDA KILLINGLY TOWN COUNCIL

The Town Council of the Town of Killingly held a Special Meeting on Tuesday, April 4, 2023, 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. **Roll Call**
3. **Interviews of Board/Commission applicants - None**
4. **Citizens' 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 minutes (45) and each citizen's presentation shall not exceed five (5) minutes unless otherwise indicated by a majority vote of the Town Council.

Public comment can be emailed to publiccomment@killinglyct.gov or mailed to Town of Killingly, 172 Main Street, Killingly, CT 06239 on or before the meeting. All public comment must be received prior to 2 p.m. the day of the meeting. Public comment will be posted on the Town's website www.killinglyct.gov.

5. Old Business - None

6. New Business

- a. Meeting with KB Ambulance regarding FY 2023-2024 Budget Request

7. Executive Session - None

8. Adjournment

1. Chairman Anderson called the Special Meeting to order at 7:02 p.m.
2. On Roll Call, all counselors were present. Town Manager Calorio, Finance Director Hawkins, and Council Secretary Buzalski were also present.
3. Interviews for Boards/Commissions - None
4. Citizens' Statements and Petitions
5. Old Business - None
6. New Business
 - 6a. Meeting with KB Ambulance regarding FY 2023-2024 Budget Request
Representatives from KB Ambulance presented their FY 2023-2024 Budget Request and responded to questions and comments from Councilors.
 - 6b. Budget Review FY 2023-2024
Town Manager Calorio and Finance Director Hawkins presented the Town Operating and Capital Budgets to the Council and responded to questions and comments from Councilors.
7. Executive Session – None
8. Adjournment
Ms. Wakefield made a motion, seconded by Mr. Grandelski, to adjourn the meeting.
Voice Vote: Unanimous. Motion passed.
The meeting ended at 9:36 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

Public comment can be emailed to publiccomment@killinglyct.gov or mailed to Town of Killingly, 172 Main Street, Killingly, CT 06239 on or before the meeting. All public comment must be received prior to 2 p.m. the day of the meeting. Public comment will be posted on the Town's website www.killinglyct.gov.

5. Old Business - None

6. New Business

- a. Meeting with KB Ambulance regarding FY 2023-2024 Budget Request

7. Executive Session - None

8. Adjournment

1. Chairman Anderson called the Special Meeting to order at 7:02 p.m.
2. On Roll Call, all counselors were present. Town Manager Calorio, Finance Director Hawkins, and Council Secretary Buzalski were also present.
3. Interviews for Boards/Commissions - None
4. Citizens' Statements and Petitions
5. Old Business - None
6. New Business
- 6a. Meeting with KB Ambulance regarding FY 2023-2024 Budget Request
Representatives from KB Ambulance presented their FY 2023-2024 Budget Request and responded to questions and comments from Councilors.
- 6b. Budget Review FY 2023-2024
Town Manager Calorio and Finance Director Hawkins presented the Town Operating and Capital Budgets to the Council and responded to questions and comments from Councilors.
7. Executive Session – None
8. Adjournment
Ms. Wakefield made a motion, seconded by Mr. Grandelski, to adjourn the meeting.
Voice Vote: Unanimous. Motion passed.
The meeting ended at 9:36 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

**KILLINGLY TOWN COUNCIL
PUBLIC HEARING
REGULAR MEETING**

DATE: TUESDAY, April 11, 2023
TIME: 7:00 P.M.
PLACE: TOWN MEETING ROOM
KILLINGLY TOWN HALL

AGENDA

The Town Council of the Town of Killingly held a Public Hearing and a Regular Meeting on Tuesday, April 11, 2023, 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 – March 7, 2023
 - b) Regular Town Council Meeting – March 21, 2023
- PRESENTATIONS, PROCLAMATIONS AND DECLARATIONS**
 - a) Proclamation recognizing April 2023 as World Autism Awareness Month
 - b) Proclamation recognizing Young Marine MaKayla Barstow
 - c) Presentation of Water Pollution Control Authority FY 23-24 Budget
6. **UNFINISHED BUSINESS FOR TOWN MEETING ACTION**
7. **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. Public comment can be emailed to publiccomment@killinglyct.gov or mailed to Town of Killingly, 172 Main Street, Killingly, CT 06239 on or before the meeting. All written public comment must be received prior to 2 p.m. the day of the meeting. Written public comment will be posted on the Town's website, www.killinglyct.gov.
8. **COUNCIL/STAFF COMMENTS**
9. **APPOINTMENTS TO BOARDS AND COMMISSIONS**
10. **REPORTS FROM LIAISONS**
 - a) Board of Education Liaison
 - b) Borough Council Liaison
11. **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
14. **UNFINISHED BUSINESS FOR TOWN COUNCIL ACTION**
 - a) Consideration and action on an Ordinance amending Chapter 2 reducing the number of Regular members of the Inland Wetlands and Watercourses Commission
15. **NEW BUSINESS**
 - a) Consideration and action on a resolution approving the proposed FY 2023-24 WPCA Sewer Fund budget
16. **COUNCIL MEMBER REPORTS AND COMMENTS**
17. **EXECUTIVE SESSION**
18. **ADJOURNMENT**

REGULAR MEETING

1. Chairman Anderson called the meeting to order at 7:03 p.m.
2. Prayer by Mr. Wood.
3. Pledge of Allegiance to the flag.

Chairman Anderson started the Public Hearing at 7:04 p.m.

PUBLIC HEARING

The Town Council of the Town of Killingly held a Public Hearing on Tuesday, May 10, 2022, at 7:00 p.m. in the Town Meeting Room of the Killingly Town Hall, 172 Main Street, Killingly, Connecticut at which time interested persons were heard on the following ordinance:

Agenda item 14a:

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES TO REDUCE THE NUMBER OF REGULAR MEMBERS OF THE INLAND WETLANDS AND WATERCOURSE COMMISSION

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that, the following amendment as shown in underline or strike through to Chapter 2 Section 3-1 of the Town of Killingly Code of Ordinances be adopted:

Section 2-72 Membership

(a) The commission created by this article shall be composed of five ~~seven~~ (5~~7~~) members appointed by the town council and shall consist of members drawn from citizens at large or from applicable town boards and commissions.

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
Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 11th day of April 2023

There were no public comments.

The Public Hearing was closed, and the Regular Meeting resumed at 7:06 p.m.

4. Upon roll call all Councilors were present except Mr. Kerttula and Mr. Whitehead, who were absent with notification. Also present were Town Manager Calorio, Finance Director Hawkins, and Council Secretary Buzalski.

5. Adoption of minutes of previous meetings

5a. & 5b.

Mr. Wood made a motion, seconded by Ms. George, to adopt the minutes of the Special Town Council Meeting of March 7, 2023, and the Regular Town Council Meeting of March 21, 2023. Discussion followed.

Voice Vote: Unanimous. Motion passed.

6. Presentations, proclamations, and declarations:

6a. Proclamation recognizing April 2023 as World Autism Awareness Month

Mr. Anderson read the following:

**Proclamation recognizing the Month of April 2023 as
World Autism Awareness Month**

Whereas, autism affects an estimated 1 in 54 children and 1 in 45 adults and is a complex disorder that affects each person differently, resulting in unique strengths and challenges; and
Whereas, autism can cause challenges with verbal and nonverbal communication, social interaction, and repetitive behaviors, and can affect anyone, regardless of age, race, ethnicity, gender, or socioeconomic background; and

Whereas, autism is often accompanied by medical conditions that impact quality of life; and
Whereas, a comprehensive, collaborative approach will help to advance research providing a better understanding of many forms of autism, while strengthening advocacy efforts and ensuring access to services and resources throughout the life span; and

Whereas, early diagnosis and intervention tailored to individual needs can have lifelong benefits, easing the transition to adulthood and fostering greater independence; and,

Whereas, each person and family affected by autism should have access to reliable information, supports and opportunities to live up to their greatest potential; and,

Whereas, the Town of Killingly is honored to take part in the annual observance of World Autism Awareness Month to address diverse needs of individuals and families affected by autism;

Now, Therefore, The Killingly Town Council does hereby recognize April 2023 as World Autism Awareness Month, and we call this observance to increase understanding and acceptance of people with autism spectrum disorder.

KILLINGLY TOWN COUNCIL

Jason Anderson

Chairman

Dated at Killingly, Connecticut
this 11th day of April 2023.

6b. Proclamation recognizing Young Marine MaKayla Barstow

Mr. Anderson read the following:

**PROCLAMATION HONORING
Young Marine MaKayla Barstow**

WHEREAS, the Natchaug River Young Marines, the local unit of the United States Marine Corps League, is a youth education and service program for boys and girls that focuses on promoting the mental, moral, and physical development of its members, including character building, leadership, and encouraging a healthy, drug-free lifestyle.

WHEREAS, the Natchaug River Young Marines is honoring Sergeant Major MaKayla Barstow, who has served honorably since 2013. She has earned her rank while developing peer relationships with leadership, discipline, and teamwork.

WHEREAS, MaKayla has been able to apply her determination throughout her schooling at Plainfield High School and is a member of the Class of 2023. MaKayla is a member of the National Honor Society. MaKayla has also served as Varsity Cheer Captain and was awarded ECC Scholar-Athlete Award and 2023 CIAC Class S All-State Cheerleader. MaKayla's enthusiasm for cheering allowed her to spread her passion as a Plainfield Youth Teen Cheer Coach. MaKayla is actively involved in the music and theater departments and will be attending the University of Connecticut to pursue a career in music.

WHEREAS, MaKayla acquired 876 hours of community service within her ten years with the Natchaug River Young Marines, participating in many Killingly community events and clean up initiatives. She has taken an active role mentoring youth and is constantly encouraging youth to live a *Drug-Free Lifestyle*. She had founded *MaKayla's Mission* which was care bags for children in foster care. MaKayla's commitment to give back to her community is her driving force and has been awarded "Distinguished Order of Merit", the highest award within the Young Marine Program.

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that MaKayla Barstow be publicly recognized for her selflessness, generosity, and willingness to help others within the community. MaKayla's guidance is notable and gains the respect of a true leader and humanitarian; and

BE IT FURTHER PROCLAIMED that she be commended for her devotion to her peers, their families, the Young Marine Program, and our community.

KILLINGLY TOWN COUNCIL

Jason Anderson

Chairman

Dated at Killingly, Connecticut,
this 11th day of April 2023

6c. Presentation of Water Pollution Control Authority FY 23-24 Budget

Mr. Grandelski made a motion, seconded by Ms. Wakefield, to table this item.

Discussion followed.

Voice vote: Unanimous. Motion passed.

7. Unfinished Business for Town Meeting Action: None

8. Citizens' Statements and Petitions: None

9. Council/Staff Comments: None

10. Appointments to Boards and Commissions: None

11. Reports from Liaisons:

11a. Report from the Board of Education Liaison:

Board of Education Liaison Kyle Napierata reported on activities of the Board of Education and the Schools and responded to questions and comments from Councilors.

11b. Report from the Borough Liaison:

Borough Liaison Tammy Wakefield reported on various activities of the Borough of Danielson.

12. Discussion and Acceptance of Monthly Budget Reports:

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

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

Discussion followed.

Voice Vote: Unanimous. Motion passed.

12b. System Object Based on Adjusted Budget for the Board of Education:

Mr. Wood made a motion, seconded by Ms. George, to accept the system object based on adjusted budget for the Board of Education.

Discussion followed.

Voice Vote: Unanimous. Motion passed.

13. Correspondence/Communications/Reports:

13a. Town Manager Report

Town Manager Calorio discussed her report and responded to comments and questions from Council Members.

14. Unfinished Business for Town Council Action:

14a. Consideration and action on an Ordinance amending Chapter 2 reducing the number of Regular members of the Inland Wetlands and Watercourses Commission

Ms. Wakefield made a motion, seconded by Mr. Wood, to adopt the following:

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES TO REDUCE THE NUMBER OF REGULAR MEMBERS OF THE INLAND WETLANDS AND WATERCOURSE COMMISSION

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that, the following amendment as shown in underline or strike through to Chapter 2 Section 3-1 of the Town of Killingly Code of Ordinances be adopted:

Section 2-72 Membership

- (a) The commission created by this article shall be composed of five ~~seven~~ (5) members appointed by the town council and shall consist of members drawn from citizens at large or from applicable town boards and commissions.

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
Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 11st day of April 2023

Discussion followed.

Voice vote: Unanimous. Motion passed.

15. New Business:

15a. Consideration and action on a resolution approving the proposed FY 2023-24 WPCA Sewer Fund budget

Mr. Grandelski made a motion, seconded by Ms. George, to table this item.

Voice vote: Unanimous. Motion passed.

16. Council Member Reports and Comments:

Ms. Wakefield reported on the Rec Dept.

Ms. Murphy reported on the Ag Commission.

Mr. Grandelski reported on the Conservation Commission.

17. Executive Session: None

18. Adjournment:

Mr. Grandelski made a motion, seconded by Mr. Wood, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 8:08 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

Mr. Grandelski reported on the Conservation Commission.

17. Executive Session: None

18. Adjournment:

Mr. Grandelski made a motion, seconded by Mr. Wood, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 8:08 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

**KILLINGLY TOWN COUNCIL
SPECIAL TOWN COUNCIL MEETING**

Date: Thursday April 13, 2023

Time: 7:00 p.m.

Place: Killingly High School Auditorium
226 Putnam Pike
Killingly, CT

**AGENDA
KILLINGLY TOWN COUNCIL**

The Town Council of the Town of Killingly held a Special Meeting on Thursday April 13, 2023, at 7:00 p.m. in the Killingly High School Auditorium, 226 Putnam Pike, Killingly, Connecticut. The agenda was as follows:

1. Roll Call

2. FY 2022-23 proposed budget review

3. Public Comment on proposed FY 2023-234budget

Public comment can be submitted prior to the meeting via email at

budgetcomment@killinglyct.gov, mailed to Town of Killingly, Town Manager's Office, 172 Main Street, Killingly, CT 06239 or put in the drop box on the side of Town Hall. All public comment must be received prior to 2:00 p.m. the day of the meeting. Public comment will be posted on the Town's website www.killinglyct.gov.

NOTE – all public comment must include name and address for the record.

4. Adjournment

1. Vice Chairman Kerttula called the Special Meeting to order at 7:01 p. m. On Roll Call, all Counselors were present, except Mr. Wood and Mr. Anderson, who were absent with

notification. Town Manager Calorio, Finance Director Hawkins, and Council Secretary Buzalski were also present.

2. FY 2022-23 proposed budget review

Town Manager Calorio presented the Town Operating and Capital Budgets and Superintendent Angeli presented the Board of Education Operating Budget.

3. Public Comment:

Kevin Perry, 172 Mashentuck Rd, Danielson, feels that a 30% increase is unacceptable.

Ian McDonald, 546 Valley Rd, spoke about the possible breaching of the dams in Killingly.

Michael Uvale, 20 John St, Danielson, spoke about the need for an additional ambulance.

Written comments were received by Ernest Dodge, Latin teacher at KPS, expressing his opinion on the importance of the Latin program at KPS. Susan Griffiths, 70 Griffiths Rd, expressed her concerns with the cuts to the language programs on that it may impact students' ability to apply for colleges of their choice.

The following written comments all were in support of keeping the Latin program: Kim Wainacht, 83 Perry St, Unit 174, Putnam, Ct, Khloe Crossman, 340 Christian Hill Rd, Brooklyn, CT, Rebecca Snay, 23 Strawberry St, Lisbon, CT, Penny Kostaras, 120 Victoria Rd, Burlingame, CA, Dax Rich, 8400 Trickham Bend, Fort Worth, TX, Andrew Wainacht, 83 Perry St, Unit 173, Putnam, Kimberly Lewis, 15 Marshall Drive, Enfield, Amanda Gilbert, 32 Croft Dr, Manchester, Christopher Pawul, 76 Picabo St, Danielson, Irene Rose, 25566 Ashland Bend Drive, Denham Springs, LA, Pam Rodgers, 29 Gilman St, Putnam, Amy Beck Turner, 444 North Houghton St, Clarksburg, MA, Erik Rosati, 15 Luzon Ave, Dayville, Andrew Rockett, 20 Blue Ridge Dr, Sommers, CT, Emma Gilbert, 22 Lincoln Rd, Danielson, CT, Laura Monarski, 6 Carabou Dr, Norwich, CT, Donna Coutu, 21 Jacques St, Danielson, CT, Karen Klein, 416 Mount Auburn St, Cambridge, MA, Josh Bryer, 4801 Pine St, Philadelphia, PA, Matthew Costa, 6736 Anders Terrace, Springfield, VA, Matthew B Combs, 62 Jeffrey's Neck Rd, Ipswich, MA, Zane Cooke, 4600 Muller Blvd, Apt 2027, Austin, TX, Nick Gieda, 402 Little Gem Ct, Niceville, FL, Gabriel Weaver, Deerfield, IL, Alexander Grey, 260 Hartford Rd, Brooklyn, CT, Denise Walsh, 19 Maryland St, Danielson, CT, Caroline Lacerda, Antwerp, Belgium, Nita Vitaliano, 151 Cider Brook Dr, Wethersfield, CT, Zach Demarais, 23 Peeptoad Rd, Dayville, CT, Aadam Barclay, Washington, D.C., Michael Weaver, 175 Thompson Pike, Dayville, CT, Sulisay Phonekeo, Atlanta, GA, Christos Haveles, 3061 David Ave, Danielson, CT, Michela Vielletto, Boston, MA, Sidney Zicolella, 23 Hutchins St, Danielson, CT, Greg MacKay, 4 Dolores Cir, Pomfret Center, CT, Sean O'Leary, Sedona Pratt, Lisa Profetto, and Caitlyn Meagher.

Marybeth Davis, 36 Porter Pond Rd, Sterling, CT spoke in support of the Latin program.

David Conoyer, 21 Mountain View Landing, Danielson, CT spoke in support of the Latin program.

Laura Menarski, 6 Caribou Dr, Norwich, CT, spoke in support of the Latin program.

Ian MacDonald spoke about the need for diversity in school programs and supports keeping the Latin program.

Eric Rosatti, 15 Luson Ave, spoke in support of the Latin program.

Ernest Dodge, 229 Liberty Highway, Putnam, CT, spoke about his commitment to the Latin program.

Michael Hewko, 20 John St, Danielson, CT, does not want to see the Armed Security Officers cut.

4. Adjournment

Mr. Grandelski made a motion, seconded by Ms. George, to adjourn the meeting.

Voice vote: Unanimous. Motion passed.

The meeting ended at 8:57 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

4. Adjournment

Mr. Grandelski made a motion, seconded by Ms. George, to adjourn the meeting.

Voice vote: Unanimous. Motion passed.

The meeting ended at 8:57 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

KILLINGLY TOWN COUNCIL SPECIAL TOWN COUNCIL MEETING

Date: Tuesday April 18, 2023

Time: 7:00 p.m.

Place: Town Meeting Room
Killingly Town Hall

AGENDA KILLINGLY TOWN COUNCIL

The Town Council of the Town of Killingly held a Special Meeting on Tuesday, April 18, 2023, 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. **Roll Call**
2. **Public Comment**
3. **Budget Deliberation**
4. **Adjournment**

1. Chairman Anderson called the Special Meeting to order at 7:00 p.m. On Roll Call, all Counselors were present except Mr. Grandelski, who was absent with notification. Ms. George attended remotely. Town Manager Calorio and Finance Director Hawkins were also present.

2. Public Comment:

Written comments were received in support of the Latin program from Jaani Barclay, Minot, ND, Jamie Carver 140 Stetson Rd, Brooklyn, CT, and Alexis Costa, East Rochester, NY.

3. Budget Deliberation

Consideration and action on a resolution setting the Town of Killingly operating budget for Fiscal Year 2023-2024

Ms. Wakefield made a motion, seconded by Ms. Tiik-Barclay, to adopt the following:

RESOLUTION APPROVING THE TOWN OF KILLINGLY OPERATING BUDGET FOR FISCAL YEAR July 1, 2023 – June 30, 2024

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that, in accordance with Section 1005 of the Town Charter, the budget for the Town of Killingly,

Connecticut, for the Fiscal year July 1, 2023 to June 30, 2024, in the amount of _____ allocated to General Government and \$45,305,118 allocated to Education, for a total combined budget of _____ is approved and shall be filed with Town Clerk for submission to the annual Town Meeting for its adoption.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut,
this 18th day of April 2023

Discussion followed.

Mr. Kerttula made a motion, seconded by Mr. Wood, to extend the meeting.

Voice vote: majority, Mr. Whitehead opposed. Motion passed.

Ms. Wakefield amended her motion, seconded by Mr. Kerttula, to include the amount of \$25,511,808 allocated to General Government and \$45,305,118 allocated to Education, for a total combined budget of \$70,816,926.

Voice vote: majority, Mr. Whitehead opposed. Motion passed.

On the amended motion, voice vote: Unanimous. Motion passed.

4. Adjournment

Mr. Wood made a motion, seconded by Mr. Kerttula, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 9:33 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

**A Proclamation Recognizing and Supporting the Town of Killingly Constabulary,
Connecticut State Police, and Other Law Enforcement Agencies**

WHEREAS, establishing a civil society requires a collaboration between the citizens of that community, law enforcement and prosecutors; and

WHEREAS, policing in American communities is a stressful, sometimes dangerous, and highly technical vocation in which officers know that their every interaction is subject to being photographed, filmed or audio recorded, and can be subject to public and media scrutiny; and

WHEREAS, the public often draws conclusions regarding an officer's actions without the appropriate awareness, knowledge, or education of the circumstances of the incident; and

WHEREAS, full support of communities and elected officials are necessary for law enforcement officers to do their job safely and effectively; and

WHEREAS, increases in crime occurring as a result of law enforcement disengagement will be stemmed only by a clear and concise message to law enforcement that when they do the right thing, they will be supported by the citizen community, law enforcement leadership, prosecutors and elected officials; and

WHEREAS, in 2022, there were 270 Line of Duty Deaths including 25 K-9 Officers in the United States, in which 81 had contracted COVID-19. As of May 3, 2023, there have been 33 Line of Duty Deaths including 6 K-9 Officers in the United States; and

NOW, THEREFORE BE IT PROCLAIMED that the Killingly Town Council does hereby recognize the extreme danger that comes with the chosen profession of law enforcement. Each day when the men and women of our law enforcement agencies don their uniform and equipment, they are accepting the responsibility to serve and protect the lives and property of their communities at all costs, which could include their life. We recognize that we live in a time of great turmoil where the trust between many communities and law enforcement agencies is at an all-time low due to political and civil unrest. We recognize that despite this, the fine men and women of law enforcement report to work every day to uphold laws enacted by federal, state, and local governing bodies. We recognize their dedication to the Town of Killingly, the State of Connecticut and the United States of America.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 9th day of May 2023

Item #6 (b)

**A Proclamation Recognizing the Month of May 2023 as
National Military Appreciation Month**

WHEREAS, the rights of life, liberty, and the pursuit of happiness, enumerated in our Declaration of Independence, secured by the Constitution and the Bill of Rights, and enjoyed by every citizen of the United States, are secured by the dedication of the members of the United States Armed Forces; and

WHEREAS, the sacrifices made by all members of the United States Armed Forces and their loved ones are to be valued. The brave men and women of our community who have served and are enlisted, being ready to defend our homeland and safeguard the freedom and values for which we stand, deserve our recognition; and

WHEREAS, National Military Appreciation Month (NMAM) is celebrated every May and is a declaration that encourages U.S. citizens to observe the month in a symbol of unity; and NMAM honors the current and former members of the U.S. Armed Forces, including those who have died in the pursuit of freedom; and

WHEREAS, the month of May is characterized by six national observances which highlight the contributions of those who have served – Loyalty Day on May 1st; Public Service Recognition Week May 7-13th; Victory Day in Europe a/k/a V-E Day on May 8th; Military Spouse Appreciation Day on May 12th; Armed Forces Day on May 15th and Memorial Day on May 29th; and

NOW, THEREFORE BE IT PROCLAIMED, that the Killingly Town Council does hereby recognize May 2023 as National Military Appreciation Month as a symbol of unity to recognize, honor, and support the commitment and sacrifice of current, former, and fallen members of all branches of the United States Armed Forces.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut,
this 9th day of May 2023

Item #6 (c)

**A Proclamation Recognizing the Month of May 2023 as
Mental Health Awareness Month**

WHEREAS, there is a proven connection between good mental health and overall personal health. Mental health includes our emotional, psychological, and social well-being; it affects how we think, feel, and act. It also affects how we handle stress, relate to others, and make choices; and

WHEREAS, mental health is foundational to our wellness, allows us to care for ourselves and others, and make valuable contributions to our communities. The lack of mental health awareness leads to devastating impacts on the wellbeing of individuals. The stigma and fear of discrimination keep many who would benefit from mental health services from seeking help; and

WHEREAS, severe mental illnesses are more common than cancer, diabetes and heart disease. More than 50 million Americans struggle with mental illness. Mental illnesses can affect people of any age, race, religion, or income. It is a medical condition that disrupts a person's thinking, feeling, mood, and ability to relate to others and daily functioning; and

WHEREAS, the month of May is characterized by seven national observances that frame Mental Health Awareness Month. Children's Mental Health Acceptance Week and National Prevention Week are May 7th-13th, National Mental Health Awareness Week is May 10th -16th, World Maternal Mental Health Day is May 3rd, National Silence the Shame Day is May 5th, National Mental Health Provider Appreciation Day is May 12th, and World Schizophrenia Awareness Day is May 24th.

NOW, THEREFORE BE IT PROCLAIMED, that the Killingly Town Council does hereby recognize May 2023 as National Mental Awareness Month. I call upon all our citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illnesses, reducing stigma and discrimination, and promoting appropriate and accessible services for all people with mental illnesses.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut,
this 9th day of May 2023

Item #6 (d)

**A Proclamation Recognizing the Month of May 2023 as
Motorcycle Safety Awareness Month**

WHEREAS, the National Highway Traffic Safety Administration and the Motorcycle Safety Foundation have named May as Motorcycle Safety Awareness Month. Motorcycle riding is a popular form of recreation and transportation for thousands of people across the state and nation. Motorcycles are a common and economical means of transportation that reduces fuel consumption and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, the campaigns for Motorcycle Safety Awareness Month 2023 consist of Motorist Awareness of Motorcycles, Ride Sober or Get Pulled Over, Rider Safety, and Share the Road. These campaigns assist riders and motorists in the reduction of motorcycle risks, injuries, and fatalities. It is the responsibility of whomever puts themselves behind the wheel to have the same respect for a motorcycle as for any vehicle that they share the road with.

WHEREAS, state and motorcycle organizations across this country will be conducting a variety of activities to promote the importance of motorist awareness and safely sharing the road with motorcycles and remind riders to make themselves more visible to others; and

WHEREAS, the Killingly Town Council wishes to promote the safety campaign of the National Highway Traffic Safety Administration in their effort to ensure the safety and wellbeing of all.

WHEREAS, all roadway users should unite in the safe sharing of roadways throughout the Town of Killingly, Windham County, and the State of Connecticut to follow the rules of the road so that all citizens will remain safe.

NOW, THEREFORE BE IT PROCLAIMED, that the Killingly Town Council does hereby recognize the month of May 2023 as Motorcycle Safety Awareness Month and urge all motorists to join in this effort to keep our roadways safe.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut,
this 9th day of May 2023

Item #6 (e)

**A Proclamation Recognizing the Month of May 2023 as
National Bicycle Safety Month**

WHEREAS, National Bike Safety Month was established in 1956 and is a chance to showcase the many benefits of bicycling. The bicycle is an economical, healthy, convenient, and environmentally friendly form of transportation and an excellent tool for recreation and enjoyment; and

WHEREAS, throughout the month of May, bicycle use increases with good weather. Many enjoy experiencing bicycling through educational programs, races, community/charity events, or by simply getting out and going for a ride; and

WHEREAS, The Town of Killingly roadways and trail systems attract bicyclists each year. Creating a bicycling-friendly community has been shown to improve citizens' health, well-being, quality of life and growing the economy; and

WHEREAS, education of bicyclists and motorists regarding the safe operation of bicycles is important to ensure the safety of all travelers. Bicycle safety includes proper functioning of the bicycle, a helmet that fits correctly, wearing bright or reflective colors, riding in the right most lane when no defined bike lane is available, obeying traffic signs, lights, and lane markings, and being always visible; and

WHEREAS, Bicycle safety education is important to reduce collisions, injuries, and improve health and safety for everyone on the road; and

NOW, THEREFORE BE IT PROCLAIMED, that the Killingly Town Council does hereby recognize May 2023 as National Bike Safety Month and encourages participants to observe all safety measures, including wearing a helmet, and obeying traffic laws.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut,
this 9th day of May 2023



TOWN OF KILLINGLY

FINANCE DEPARTMENT

172 Main Street, Killingly, CT 06239

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

Finance Department Budget Review

April 30, 2023

To: Mary Calorio, Town Manager

April 2023 Revenues

The Town's fiscal year 2022-2023 collections continue to be within expectations at 84.78% of the overall budget for general town revenue. In the prior year, April 2022 revenue collections represented 96.76%. As of the preparation of this report, April tax collections were still in the process of being posted to accounts. Tax collections continue to remain within expectations. Revenues for building permits and conveyance tax continue to exceed expectations due to the current market conditions. Furthermore, year to date building permits include permits collected related to the Frito lay expansion project. In addition, the Town has received various State of CT grant payments for municipal stabilization, adult education, and educational cost sharing. The Town received additional funds included in municipal stabilization for municipal revenue sharing that was not committed to the Town at the time of the fiscal year 2023 budget process.

April 2023 Expenditures

Budget to actual results for total Town operations and debt service expenditures are currently at 74.10% for the month of April 2023, compared to 74.77% in the prior year (April 2022). There were no expenditure line items that have exceeded expectations in terms of current month expenditures with significant year to date utilization. Capital Outlay transfers for amounts Due to CNR have been made for the year, as planned, based on the amounts budgeted. These line items likewise reflect a 100% utilization which is within our budgeted expectations as no other expenditures will be made from these line items. Overall line items that have had significant year to date utilization as discussed in the prior months are as follows:

Prior Month(s) Discussion:

1. Town Hall Building - Contractual Services

Current month costs include a service call related to the Town Hall Building heating and cooling system that was outside the scope of the Town's contracted maintenance agreement. In addition, during the current year, the Town entered into an agreement for pest management services for regular insect control. At this time, it is anticipated that overall annual costs will remain within budgeted expectations.

2. Highway Maintenance- Materials and Supplies

Current expenditures reflect purchases for supplies for line striping and drainage projects on various Town roadways for repairs conducted during the summer/fall season. These costs were planned initiatives reflective of what has been approved in the current year budget.

April 2023 Expenditures (Continued)

Prior Month(s) Discussion (Continued):

3. Highway Winter Maintenance – Materials and Supplies
Year to date costs represent commitments made for road treatment products (salt and sand) for the upcoming winter season. Overall costs are expected to remain within budgeted expectations.
4. Building Safety & Inspections – Contractual Services
Year to date costs include the purchase of knowledge and reference materials related to updated code books released by the State in October 2022.
5. Town Manager - Contractual Services
Year to date costs represent annual dues and subscriptions which become due and payable for the entire fiscal year. The year-to-date budget to actual is consistent with expectations and the prior year.
6. Assessor – Contractual Services
Consistent with budget expectations, year to date budget to actual includes costs related to knowledge and reference materials, such as motor vehicle pricing guides, necessary for departmental operations.
7. Registration/Elections - Contractual Services
Current expenditures represent the costs associated with the annual maintenance contract for the Town's voter/elections systems is renewable each fiscal year in July.
8. 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.
9. Town Council - Contractual Services
Year to date costs represent annual dues for the Town's memberships and affiliations which become due and payable in July for the entire fiscal year. The year-to-date budget to actual is consistent with expectations and the prior year.
10. Town Commissions and Service Agencies
Current expenditures are paid quarterly, semi-annually or as requested for the Town's Commissions and Service Agencies.
11. Information Technology – Contractual Services
Current expenditures for information technology included certain annual and quarterly installments for many of the Town's IT software products. Current costs to date remain with budgeted expectations.
12. 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.
13. 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.

April 2023 Expenditures (Continued)

Prior Month(s) Discussion (Continued):

14. Public Library - Contractual Services

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

15. 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.

16. 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.

17. Employee Benefits

The Town's portion of the contributions made to certain employee's health savings accounts as required by contract are made in July and January each year. Current costs do date remain consistent within budgeted expectations.

18. 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 April 30, 2023

REVENUE ITEM	Fiscal Year 2022-2023		
	Budget	April	Percent
TAXES			
Current Property Taxes	37,509,792	31,559,722	84.14%
Back Taxes	520,000	334,544	64.34%
Penalty Fees	6,500	4,594	70.68%
Tax Interest	275,000	189,696	68.98%
Supplemental Motor Vehicle	375,000	397,784	106.08%
Remediation Financing	(150,595)	(75,298)	50.00%
TOTAL	\$38,535,697	32,411,043	84.11%
LICENSES & PERMITS			
Building Permits	235,000	577,489	245.74%
P&Z Permits	17,000	11,819	69.52%
Other Permits	12,000	9,485	79.04%
Airplane Tax	1,500	1,850	123.33%
TOTAL	\$265,500	\$600,643	226.23%
FINES & FEES			
Library Fines & Fees	10,000	7,094	70.94%
Alarm Reg Fees and Fines	6,000	4,175	69.58%
Dog Licenses	500	2,383	476.60%
TOTAL	\$16,500	\$13,652	82.74%
USE OF MONEY & PROPERTY			
Interest Income	85,000	360,209	423.77%
Louisa E. Day Trust	60	-	0.00%
Thomas J. Evans Trust	30	-	0.00%
Sewer Plant Lease	-	8,000	100.00%
Communication Tower Lease	116,000	78,089	67.32%
TOTAL	\$201,090	\$446,297	221.94%
STATE GRANTS IN LIEU OF TAXES			
State-Owned Property	237,555	237,555	100.00%
Disability Exemption	5,096	5,415	106.27%
Veteran's Exemption	9,916	11,000	110.93%
Municipal Stabilization Grant	268,063	528,621	197.20%
	\$520,630	\$782,591	150.32%
OTHER STATE GRANTS			
Municipal Grants - In - Aid	1,228,578	-	0.00%
Connecticard	-	5,812	0.00%
Adult Education	109,923	78,598	71.50%
TOTAL	\$1,338,501	\$84,410	6.31%

TOWN OF KILLINGLY
Estimated Revenue Detail
Monthly Report Through April 30, 2023

REVENUE ITEM	Fiscal Year 2022-2023		
	Budget	April	Percent
CHARGES OF SERVICE			
Community Development	65,000	-	0.00%
Town Clerk	200,000	111,703	55.85%
Conveyance Tax	260,000	340,748	131.06%
Elderly Housing - Sewer PILOT	29,498	-	0.00%
Recreation	136,000	73,586	54.11%
District Collections	15,286	-	0.00%
TOTAL	705,784	526,037	74.53%
OTHER REVENUES			
Miscellaneous	85,000	158,522	186.50%
Sewer Assessment Fund	15,000	-	0.00%
Sewer Operating Fund	2,280,023	2,280,023	100.00%
PILOT - Telecommunications	43,000	50,873	118.31%
Law Enforcement - SRO Reimbursement	84,000	-	0.00%
School Capital Contribution	213,750	205,200	96.00%
TOTAL	2,720,773	2,694,618	99.04%
GENERAL TOWN REVENUE	\$44,304,475	\$37,559,291	84.78%
SCHOOL			
Educational Cost Sharing	15,245,633	15,146,683	99.35%
Vocational Agriculture	645,860	733,786	113.61%
Non-Public School - Health	24,357	24,795	101.80%
Tuition:			
Regular	1,381,965	1,113,330	80.56%
Special Ed-Voluntary	250,000	317,421	126.97%
Vocational-Agriculture	941,574	738,346	78.42%
TOTAL	\$18,489,389	18,074,361	97.76%
Fund Balance	2,045,000	-	0.00%
	64,838,864	55,633,653	85.80%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through April 30, 2023

Expenditure	Fiscal Year 2022-2023			
	Budget	Transfers	April	Percent
GENERAL GOVERNMENT				
Town Council				
Personnel Services	13,500	-	7,875	58.33%
Contractual Services	30,500	-	17,614	57.75%
Materials and Supplies	800	-	457	57.09%
Total	\$44,800	\$0	\$25,946	57.91%
Town Manager				
Personnel Services	268,305	-	183,937	68.56%
Contractual Services	23,850	-	14,487	60.74%
Materials and Supplies	2,500	-	369	14.74%
Total	\$294,655	\$0	\$198,792	67.47%
Legal Services				
Contractual Services	99,200	-	63,173	63.68%
Total	\$99,200	\$0	\$63,173	63.68%
Town Clerk				
Personnel Services	168,010	-	136,369	81.17%
Contractual Services	32,250	-	18,304	56.76%
Materials and Supplies	1,800	-	919	51.03%
Total	\$202,060	\$0	\$155,592	77.00%
Finance				
Personnel Services	250,070	-	215,160	86.04%
Contractual Services	55,710	-	22,758	40.85%
Materials and Supplies	1,600	-	917	57.29%
Total	\$307,380	\$0	\$238,835	77.70%
Assessor				
Personnel Services	184,105	-	148,722	80.78%
Contractual Services	7,620	-	7,245	95.07%
Materials and Supplies	1,300	-	912	70.14%
Total	\$193,025	\$0	\$156,879	81.27%
Revenue Collection				
Personnel Services	200,925	-	169,426	84.32%
Contractual Services	33,660	-	13,493	40.09%
Materials and Supplies	2,000	-	1,241	62.07%
Total	\$236,585	\$0	\$184,160	77.84%
Registration/Elections				
Personnel Services	57,000	-	33,635	59.01%
Contractual Services	15,750	-	15,343	97.42%
Materials and Supplies	500	-	734	146.82%
Total	\$73,250	\$0	\$49,713	67.87%
Town Comm. & Service Agencies				
Contractual Services	82,282	-	62,366	75.80%
Total	\$82,282	\$0	\$62,366	75.80%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through April 30, 2023

Expenditure	Fiscal Year 2022-2023			
	Budget	Transfers	April	Percent
Planning and Development				
Personnel Services	257,090	-	197,387	76.78%
Contractual Services	6,800	-	4,371	64.28%
Materials and Supplies	1,000	-	862	86.17%
Total	\$264,890	\$0	\$202,620	76.49%
Information Technology				
Contractual Services	227,340	-	205,490	90.39%
Total	\$227,340	\$0	\$205,490	90.39%
Town Hall Building				
Personnel Services	18,500	-	12,551	67.85%
Contractual Services	67,180	-	65,354	97.28%
Materials and Supplies	3,700	-	2,871	77.60%
Capital Outlay	20,569	-	20,569	100.00%
Total	\$109,949	\$0	\$101,346	92.18%
Economic Development				
Personnel Services	90,000	-	74,717	83.02%
Contractual Services	9,100	-	7,741	85.07%
Materials and Supplies	500	-	485	97.06%
Total	\$99,600	\$0	\$82,943	83.28%
Highway Division Supervision				
Personnel Services	205,145	-	155,779	75.94%
Contractual Services	6,070	-	2,736	45.08%
Materials and Supplies	600	-	319	53.23%
Capital Outlay	11,714	-	11,714	100.00%
Total	\$223,529	\$0	\$170,548	76.30%
Engineering				
Personnel Services	416,153	-	293,227	70.46%
Contractual Services	14,550	-	6,504	44.70%
Materials and Supplies	10,000	-	5,431	54.31%
Capital Outlay	11,274	-	11,274	100.00%
Total	\$451,977	\$0	\$316,437	70.01%
Central Garage				
Personnel Services	245,975	-	180,872	73.53%
Contractual Services	123,800	-	71,637	57.86%
Materials and Supplies	310,200	-	227,564	73.36%
Capital Outlay	6,067	-	6,067	100.00%
Total	\$686,042	\$0	\$486,141	70.86%
Highway Maintenance				
Personnel Services	892,850	-	687,857	77.04%
Contractual Services	55,250	-	40,294	72.93%
Materials and Supplies	74,750	-	57,842	77.38%
Capital Outlay	1,659,145	-	1,659,145	100.00%
Total	\$2,681,995	\$0	\$2,445,138	91.17%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through April 30, 2023

Expenditure	Fiscal Year 2022-2023			
	Budget	Transfers	April	Percent
Highway Winter Maintenance				
Personnel Services	115,000	-	59,901	52.09%
Contractual Services	9,000	-	3,210	35.67%
Materials and Supplies	260,000	-	207,390	79.77%
Total	\$384,000	\$0	\$270,500	70.44%
Recreation Admin. & Program				
Personnel Services	392,940	-	326,878	83.19%
Contractual Services	54,250	-	47,015	86.66%
Materials and Supplies	15,400	-	13,419	87.14%
Capital Outlay	3,053	-	3,053	100.00%
Total	\$465,643	\$0	\$390,366	83.83%
Parks and Grounds				
Personnel Services	180,520	-	149,760	82.96%
Contractual Services	46,275	-	34,659	74.90%
Materials and Supplies	39,200	-	28,143	71.79%
Capital Outlay	34,313	-	34,313	100.00%
Total	\$300,308	\$0	\$246,875	82.21%
Public Library				
Personnel Services	454,616	-	351,941	77.41%
Contractual Services	127,450	-	141,212	110.80%
Materials and Supplies	12,400	-	11,762	94.85%
Capital Outlay	3,901	-	3,901	100.00%
Total	\$598,367	\$0	\$508,816	85.03%
Civic & Cultural Activities				
Contractual Services	3,500	-	3,500	100.00%
Total	\$3,500	\$0	\$3,500	100.00%
Community Center				
Personnel Services	18,000	-	14,479	80.44%
Contractual Services	78,350	-	68,742	87.74%
Materials and Supplies	7,050	-	6,010	85.25%
Total	\$103,400	\$0	\$89,231	86.30%
Other Town Buildings				
Contractual Services	14,635	-	12,158	83.07%
Materials and Supplies	700	-	196	27.93%
Total	\$15,335	\$0	\$12,353	80.56%
Building Safety & Inspections				
Personnel Services	326,540	-	271,176	83.05%
Contractual Services	8,175	-	5,493	67.19%
Materials and Supplies	1,450	-	521	35.95%
Capital Outlay	22,871	-	22,871	100.00%
Total	\$359,036	\$0	300,061	83.57%
Animal Control				
Contractual Services	58,535	-	58,535	100.00%
Materials and Supplies	60	-	-	0.00%
Total	\$58,595	\$0	58,535	99.90%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through April 30, 2023

Expenditure	Fiscal Year 2022-2023			
	Budget	Transfers	April	Percent
Law Enforcement				
Personnel Services	670,500	-	527,070	78.61%
Contractual Services	465,600	-	23,296	5.00%
Materials and Supplies	41,400	-	29,590	71.47%
Capital Outlay	72,144	-	72,144	0.00%
Total	\$1,249,644	\$0	\$652,100	52.18%
Community Development				
Personnel Services	122,855	-	87,197	70.98%
Contractual Services	6,300	-	3,281	52.08%
Materials and Supplies	500	-	127	25.33%
Total	\$129,655	\$0	\$90,605	69.88%
Human Service Subsidies				
Contractual Services	640,650	-	549,978	85.85%
Total	\$640,650	\$0	\$549,978	85.85%
Employee Benefits				
Contractual Services	1,691,130	-	1,436,343	84.93%
Total	\$1,691,130	\$0	\$1,436,343	84.93%
Insurance				
Contractual Services	712,000	-	699,068	98.18%
Total	\$712,000	\$0	\$699,068	98.18%
Special Reserves & Programs				
Contractual Services	387,000	-	162,641	42.03%
Total	\$387,000	\$0	\$162,641	42.03%
General Town Operating Expenditures	\$13,376,822	\$0	\$10,617,091	79.37%
Debt Service	4,552,762	-	2,182,845	47.95%
Total	\$4,552,762	\$0	\$2,182,845	47.95%
Solid Waste Disposal Fund Subsidy	234,801	-	234,801	100.00%
	234,801	\$0	\$234,801	100.00%
Capital Projects Fund	1,300,000	-	1,300,000	100.00%
	1,300,000	\$0	\$1,300,000	100.00%
Due To CNR Education	344,680	-	344,680	100.00%
	344,680	\$0	\$344,680	100.00%
TOTAL OPERATIONS & DEBT SERVICE	\$19,809,065	\$0	\$14,679,417	74.10%
General Fund - Education	45,029,799	-	29,762,563	66.10%
	45,029,799	\$0	\$29,762,563	66.10%
Total Expenditures	\$64,838,864	\$0	\$44,441,980	68.54%

MEMO: Robert Angeli, Superintendent of Schools
FROM: Christine Clark, Manager of Business Affairs
RE: Monthly Financial Report (March 2023)
DATE: April 11, 2023

Attached please find the financial report for the month of March, the ninth month of fiscal year 2022-2023, which reflects expenditures and encumbrances of \$31,198,495 or 69.28% of the \$45,029,799 budget.

1. **BUDGET STATUS:** Current projection of expenditures indicates that approximately \$1.6M of the 2022-2023 budget will be unexpended. The projected balance does not include anticipated expenditures to mitigate reductions of \$601,031 made to the 2023-2024 Board of Education proposed budget. Projections of salaries and benefits continue to be a primary focus of the budget review due to the ongoing challenges of employee turnover and staffing of positions over the course of the year. Vacancies and temporary staffing situations have been valued with placeholders of estimated costs and durations. Projected costs for special education outplacements as of 3/31/23 exceed the budgeted line-items by approximately \$167,000 requiring application of excess cost reimbursement. Excess cost reimbursement is estimated between \$860,000 and \$940,000 depending on the cap with any unapplied portion being retained by the Town. Details of the projected costs are provided in the **OTHER** section below. Based on a review of the system object report, there are several account groups worthy of note for their current or expected status as follows:

SALARIES:

The expenditures for twenty payroll periods (out of 27) or 74.07% for our full year (twelve month) employees are included. Salary projections as of 3/31/23 include placeholders for position vacancies and turnover we continue to experience beyond the usual start of the school year.

Salary accounts in total are projected to net a positive balance of approximately \$767,000. Unexpended budgeted salaries for teachers, paraprofessionals, and temporary (non-teaching substitutes) personnel are the largest contributors to the balance.

Central Administration (5111), School Administration (5112), and Finance/HR/Computer (5114) are at the expected expenditure levels.

Projections of School Administration (5112) salaries show a current budget surplus of approximately \$23,000 based on administrative position changes.

Analysis of the Teachers' Salaries (5113) accounts as of 3/31/23 shows a projected budget surplus of approximately \$666K. Several placeholders have been included for positions not yet filled or filled with uncertified staff. An offset to the budget surplus from teacher vacancies and absences can be seen in the increased use of substitutes. The Substitutes (5126) line item, for both short-term and long-term substitutes, reflects 99.26% of the budget expended as of 3/31/23. Changes can be expected to continue as positions are vacated and filled.

Tutoring (5115)- Tutoring expenditures for both regular and special education students are projected significantly below historical levels with an estimated line-item surplus of \$65,000. Tutoring services specific to literacy and numeracy have been included in grants, resulting in budget savings.

Non-Certified Salaries (5120)- Projections of the non-certified staff salaries reflect a budget surplus of approximately \$53,000. Differences in budgeted to actual hours worked for hourly non-certified staff such as speech pathology assistants, physical therapy assistant and registered behavior technicians of \$24,000 and unfilled campus security positions at Killingly High School of \$18,000 are the primary contributors to the budget surplus.

Secretarial/Clerical (5121)- Projection of secretarial salaries as of 3/31/23 reflects a line-item deficit of (\$23,000) primarily due to pay adjustments resulting from the collective bargaining agreement between Killingly Board of Education and AFSCME Local 1303-149 of Council #4 and clerical and dispatching hours in the Transportation department beyond contracted hours.

Paraprofessionals (5122)- Projection of paraprofessional salaries reflects an anticipated budget surplus of approximately \$204K as of 3/31/23, primarily due to staff turnover and position vacancies. The salary projections as of 3/31/23 have been expanded to include bus aides and special education summer school paraprofessionals not expected to expend funds prior to 6/30/23. As of the end of March approximately five full-time and sixteen part-time special education paraprofessional budgeted positions were open.

Medical/Health (5123)- Projection of nurses' salaries reflects a line-item surplus of \$57,000 primarily due to the reduced need for 1:1 nursing services for special education students. Two full-time nurses had been budgeted based on needs known and anticipated during preparation of the 2022-2023 budget, however partial services from only one nurse have been required.

Projection of Operations & Maintenance (5124) salaries indicates a budget surplus of approximately \$68,000 resulting from the settlement of the AFSCME Local 1303-149 of Council #4 collective bargaining agreement at a lower total cost than budgeted, in addition to the savings from two positions which were vacant for a portion of the year.

Transportation (5125)- A projection of transportation salaries based on the activity and rate of spending as of 3/31/23 indicates a certain line-item deficit. The wage for bus drivers of \$25.00/hour pursuant to the collective bargaining agreement exceeds the wages budgeted of \$19.00-\$22.00/hour for 2022-2023 by approximately 25%. While the magnitude of the deficit is difficult to predict, projection of the average daily spend for the days paid as of 3/31/23 over the remainder of the year indicates a line-item deficit between \$95,000-\$150,000 depending on the provision made for summer transportation expenditures. Factors affecting driver hours such as driver vacancies, absences, training for new drivers, and changes in routing will continue to change throughout the year and determine the final line-item balance.

Substitutes (5126)- As noted in the Teachers' Salaries (5113) comments, 99.26% of the Substitutes line-item was expended as of 3/31/23. A projection of Substitutes based on current year spending of \$270,000 indicates that the line-item could be over budget by \$195,000-\$275,000 by 6/30/23. The increase in substitute pay expenditures correlates to the increase in the surplus reported for Teachers' Salaries of \$666K and may be considered an offset in expenditures. Monitoring will continue for changes in absences, for the usual sick days and FMLA (Family and Medical Leave Act) and child-rearing leaves, and replacements and their effect on the budget. Longer-term substitute stints for teacher vacancies usually mean higher rates of pay and overall spending.

Temporary (5128)- This line-item provides funding for substitute personnel for nursing, operations and maintenance and transportation. It is projected that \$88,000 of the line-item will be unexpended due to the inability to procure substitutes for these positions. This has resulted in additional hours worked by existing staff or additional outsourced transportation services.

Computer Maintenance (5131)- Projected line-item budget savings of \$40,000 are expected due to vacancies in two technician positions during the year.

BENEFITS:

A net positive balance of approximately \$715,000 is projected within the benefits accounts. Of the overall budget surplus of \$1.6M, the combined positive balances of salaries and benefits account for \$1.48M.

Health/Dental Insurance (5210)- Contributions to the self-insurance fund for health/dental insurance for all enrolled employees are projected to total \$4.3M, with a line-item surplus of \$561,000 expected from budgeted insurance packages not taken by employees and enrollment changes through the year. A provision in the projection has been made for additional enrollments during the remaining months of the year, due to staff changes and qualifying events in employees' families.

HSA Contributions (Health Savings Account) (5212)- As of the end of January most HSA account holders had received 100% of their annual contributions, except for employees with frozen accounts to which the contributions cannot be made and newly hired employees. Any additional contributions should not reduce the \$66,429 line-item by more than \$2,000 by year-end.

Disability Insurance (5217)- The full year premium for the Board of Education's share (66%) of administrator disability insurance has been encumbered, resulting in 97% of the account balance expended.

HRA Funding (Health Reimbursement Account) (5218)- HRA funding is provided as an alternative to HSA contributions for employees enrolled in Medicare and ineligible to contribute to a health savings account. In lieu of the 50% funding of the health plan deductible, health expenditures up to the annual contribution amount are paid through an administrative service agreement with Stirling Benefits. Health reimbursement account expenditures are recorded in the month incurred. As of 3/31/23, total reimbursements of \$1,796 have been recorded as expenditures. If all currently enrolled participants use their maximum contributions and rollover balances from the prior year, there will be a line-item budget surplus of \$1,625 at year-end.

FICA (5220) and Medicare (5225)- Payroll taxes computed on projected salaries reflect balances of \$22,000 and \$23,000 commensurate with the savings in salaries. Any additional salaries paid will result in increases in the payroll taxes.

Pension (5231)- Contribution to the defined benefit pension plan of \$176,878 for non-certified staff is actuarially determined and was provided by the Town during March. The required contribution is a function of employee participation and investment results. The 2022-2023 required contribution exceeded the budgeted amount by (\$11,878).

Unemployment Compensation (5250)- Unemployment compensation billing has been unpredictable during fiscal year 2022-2023. The State of Connecticut rolled out a new tax and benefit system, ReEmployCT, in July 2022. As a reimbursable employer, Killingly Public Schools was to be switched from monthly to quarterly billing, with the first quarterly bill to be sent in July 2022 with charges for April, May, and June 2022. This bill for the last quarter of 2021-2022 was received and paid in December. There was no quarterly bill for July, August, and September 2022 as of 3/31/23. During February the quarterly bill for October, November, and December of \$61.00 was paid. At the end of February, our third-party administrator informed us Killingly Public Schools will be returned to monthly billing. Unemployment compensation charges are not expected to exceed the budgeted amount of \$50,000 and may be largely unexpended by year-end.

Workers' Compensation (5260)- The full year premium has been encumbered for 2022-2023, leaving an available balance of \$1,834. This balance is not expected to change by 6/30/23.

OTHER:

Projected balances of \$585,000 remaining in the services accounts (53XX through 55XX) reflect changes in conditions since budget preparation and the actual and anticipated expenditure through year-end.

Utilities (5410)- If current conditions continue, it is likely the utilities line-item will reflect a surplus at year-end. The 2022-2023 budget was prepared with the expectation natural gas service would be operational for Killingly High School and Killingly Central School by the end of summer 2022. The heating oil previously budgeted for Heat Energy (5620) was removed and replaced with natural gas budgeted in Utilities (5410). Due to unexpected conditions, natural gas service has not begun at either school as of 3/31/23. With the uncertainty surrounding the natural gas service and lack of historical information to base estimates on, oil purchases for the rest of 2022-2023 have been projected, rather than natural gas. The resulting \$248K line-item surplus under these conditions for Utilities (5410) serves to partially offset the anticipated line-item deficit of (\$302K) in the Heat Energy (5620) line-item.

Technology-Related Repairs/Maintenance (5432)- To date there have been no expenditures in this line-item which is budgeted for the repair services for KHS student devices. However, it is anticipated that by year-end repairs to returned devices will be necessary and funding will be used for the services or for the purchase of parts needed for in-house repairs.

Pupil Transportation (5510)- The need for outside transportation providers remains the same for this month as last. Expenditures of \$11,290 and encumbrances of \$7,675 have been recorded as of the 3/31/23 report, with outside transportation providers being used to meet several special education runs. The 2022-2023 line-item budget of \$30,000 was prepared with the assumption that most runs would be covered with in-district staffing. For the most part, we are currently covering the regular education runs with in-district staffing and will continue to replace outsourced bus runs with our staff when possible.

Communications (5530)- Expenditures include software subscriptions and licenses of \$481,000 in this account, with a projected unexpended balance of \$70,000 reflecting changes in anticipated needs and alternative funding sources for subscriptions.

Tuition (5560)- Tuition costs of \$229,508 for four magnet schools, including Eastconn's Quinebaug Middle College (QMC), Arts at the Capitol Theater (ACT), Windham's CH Barrows STEM, and LEARN's Regional Multicultural Magnet School (RMMS), were incurred as of 3/31/23, for both regular and special education tuition charges. Enrollment at magnet schools was lower than expected, resulting in a projected line-item surplus of \$93,000.

Local and Agency Placement Tuition (5561) and (5562)- Local and agency outplacements per the March 31 report reflect balances of (\$341,295) and \$168,699 respectively. Approximately \$4,741,745 of expenditures and encumbrances for local and agency

placement tuition has been recorded for known placements, exceeding the budgeted appropriations of \$4,574,412 by \$167,333. Transportation costs related to these placements have been encumbered where contracted. Excess cost reimbursements for these placements have been calculated with a reimbursement rate of 70% for the purposes of this analysis to total \$887,086. The March 1 filing for excess cost reimbursement included costs of \$1,240,633 in excess of the 4.5 times the per pupil expenditure of \$85,752. The first excess cost reimbursement payment of \$704,561 was received on 2/28/23. This payment should have represented 75% of the preliminary reimbursement, but we received notice from the State that the February payment was calculated incorrectly, and corrections will be made with the May payment. The estimated costs in the March 1st filing will be the basis for the final reimbursement amounts, regardless of the actual amounts expended through year-end. Any difference in the expenditures at year-end from those reported on March 1 will result in an adjustment to the April 2024 Education Cost Sharing (ECS) payment. Based on the March 1st filing, excess cost reimbursement to be received ranges from \$860,000 based on a 30% cap to \$940,000 based on a preliminary cap of 23.75%. In any case, reimbursement will be sufficient to cover the current projected shortfall. Analysis of these accounts will be ongoing as the variables change throughout the year.

The following table illustrates the projected costs and budget impact of the available excess cost reimbursement. As of March 31, 2023, total outplacement costs are projected to exceed budget by \$167,333; therefore, a portion of the estimated excess cost reimbursement would be applied to the expenditures. The Town would retain the balance of the excess cost reimbursement received from the State.

As of March 31, 2023	Budget Impact without Excess Cost Reimbursement	Budget Impact with Excess Cost Reimbursement
Budgeted Local Placement Costs	\$4,384,412	\$4,384,412
Total Projected Local Placement Costs	\$4,724,349	\$4,724,349
Excess Cost Reimbursement-Local Placements	\$0	\$167,333
Net Local Placements	(\$339,937)	(\$172,604)
Budgeted Agency Placement Costs	\$190,000	\$190,000
Total Projected Agency Placement Costs	\$17,396	\$17,396
Excess Cost Reimbursement- Agency Placements	\$0	\$0
Net Agency Placements	\$172,604	\$172,604
Net Outplacements	(\$167,333)	\$0

Supplies (56XX) and Equipment (57XX) line-items reflect a net balance of (\$250,000), with Heat Energy (5620) and its expected deficit of (\$302,000) as the major contributor to the anticipated shortfall.

Heat Energy (5620)- The 2022-2023 budget of \$3,500 was prepared with the expectation natural gas service would be operational for Killingly High School and Killingly Central School by the end of summer 2022. The heating oil previously budgeted in this line item was removed and replaced with natural gas budgeted in Utilities (5410). Due to unexpected conditions, natural gas service has not begun at either school as of 3/31/23. The line-item balance of (\$246,586) as of 3/31/23 reflects the purchases of heating oil and propane. Due to the uncertainty surrounding the natural gas service and lack of historical information to base estimates on, oil and propane purchases for the rest of 2022-2023 have been projected. Based on market prices of \$3.00/gallon for oil and \$2.00/gallon for propane and estimated deliveries, a line-item deficit of (\$302,000) is projected. The resulting line-item deficit anticipated for Heat Energy (5620) will be partially offset by the surplus in the Utilities (5410) line-item.

Motor Fuels & Oils (5626) includes gas, diesel, and diesel exhaust fluid (DEF) purchases from the Town. The per gallon charges were budgeted between \$1.20-\$1.30 lower than the actual charges resulting in a projected line-item deficit of (\$53,000).

Other Objects (5890)- An anticipated line-item surplus of \$37,000 is primarily due to fewer requests for employee tuition reimbursements guaranteed per bargaining unit agreements. Also contributing to the surplus is \$7,000 budgeted for the reimbursement to Food Services for student lunch debt which will not be needed in its entirety since universal free meals have been reinstated from 3/1/23 through 6/30/23.

Contingency (5900)- The 2022-2023 budget was approved at \$1 over the 2021-2022 budget of \$45,029,798 in consideration of unexpended funds from prior years' appropriations. A portion of the reduction required to the Board of Education's proposed budget, or \$275,671, was allocated to the Contingency line item. It represents potential expenditures from the Unexpended Education Funds account (non-lapsing fund), if needed.

2. BUDGET TRANSFERS: The following transfers were made in March:

One transfer in excess of \$10,000 approved by the Board of Education at the March 22, 2023 meeting was made:

From: 100-140-10-10000-5115 PPS Tutoring 9-12 Regular Education	\$13,100.00
To: 100-140-00-10000-5440 PPS Rentals	\$13,100.00

To transfer PPS department funds for increased costs and needs for FM unit rentals for regular education students

Following are additional budget transfers made:

From: 100-110-10-10130-5612 KHS Instructional Supplies	\$ 645.00
To: 100-110-10-10130-5731 KHS Instructional Equipment	\$ 645.00

To transfer KHS Science department funds for modeling tray equipment

From: 100-110-10-10050-5810 KHS Dues and Fees	\$ 172.63
To: 100-110-10-10050-5612 KHS Instructional Supplies	\$ 172.63

To transfer KHS English department funds for extra copies of *The Crucible*

From: 100-110-10-10050-5530 KHS Communications	\$ 403.95
To: 100-110-10-10050-5612 KHS Instructional Supplies	\$ 403.95

To transfer KHS English department funds for extra copies of novels for an author's visit

From: 100-130-30-10130-5612 KCS Instructional Supplies	\$ 13.29
To: 100-130-30-10020-5612 KCS Instructional Supplies	\$ 13.29

To transfer KCS Science department funds to the Art department for masking tape for Purposeful Play

From: 100-120-20-10000-5612 KIS Instructional Supplies	\$ 91.96
To: 100-120-20-10100-5612 KIS Instructional Supplies	\$ 91.96

To transfer KIS Schoolwide funds to the Technical Education department for the purchase of glue sticks

From: 100-110-10-10100-5530 KHS Communications	\$ 349.12
From: 100-110-10-10100-5731 KHS Instructional Equipment	\$ 100.01
To: 100-110-10-10100-5612 KHS Instructional Supplies	\$ 449.13

To transfer KHS Technical Education department funds for additional instructional supplies for engineering courses

From: 100-140-10-12000-5115 PPS Tutoring 9-12 Special Education	\$ 7,000.00
To: 100-140-00-12000-5440 PPS Rentals	\$ 7,000.00

To transfer PPS department funds for increased costs and needs for FM unit rentals for special education students

From: 100-140-00-12900-5612 PPS Instructional Supplies	\$ 950.00
To: 100-140-00-12000-5890 PPS Other Objects	\$ 950.00

To transfer PPS department funds for teacher, nurse, and paraprofessional appreciation gifts

From: 100-142-00-12000-5612 Summer School- Instructional Supplies	\$ 2,000.00
To: 100-155-00-22101-5322 II- PPS Instructional Improvement	\$ 2,000.00

To transfer Summer School special education funds for Orton-Gillingham training for two KCS staff members

From: 100-120-20-10060-5530 KIS Communications	\$ 991.26
To: 100-120-20-13100-5612 KIS Rentals	\$ 991.26

To transfer KIS World Language department funds to cover the increased cost of lighting rental for the school play

From: 100-120-20-10060-5530 KIS Communications	\$ 290.00
To: 100-120-20-13100-5612 KIS Rentals	\$ 290.00

To transfer KIS World Language department funds for additional funds to cover the increased cost of lighting rental for the school play

From: 100-115-15-10160-5580 Ag-Ed Travel \$ 330.00
To: 100-115-15-10160-5810 Ag-Ed Dues and Fees \$ 330.00

To transfer Ag-Ed department funds for CT Future Farmers of America (FFA) Association Student Leadership conference fees

From: 100-152-10-22200-5642 Library-KHS Library Books & Periodicals \$ 150.00
To: 100-152-00-22200-5330 Library Professional/Technical Services \$ 150.00

To transfer Library department funds for shared fee for an author's visit to KHS

From: 100-110-10-10050-5530 KHS Communications \$ 150.00
To: 100-110-10-10050-5330 KHS Professional/Technical Services \$ 150.00

To transfer KHS English department funds for shared fee for an author's visit to KHS

From: 100-140-00-12000-5730 PPS Non-Instructional Equipment \$ 1,000.00
From: 100-140-20-12600-5612 PPS Instructional Supplies \$ 340.00
To: 100-140-00-21000-5330 PPS Professional/Technical Services \$ 1,340.00

To transfer PPS department funds for student evaluations to be completed by outside evaluators as determined by planning and placement team (PPT)

From: 100-155-00-22300-5530 II Communications \$ 3,000.00
To: 100-155-00-22100-5550 II Printing and Binding \$ 3,000.00

To transfer Instructional Improvement (II) department funds for updating and printing recruitment brochures for career fairs

3. **2021-2022 STATUS:** As of 3/31/23 there are 5 outstanding purchase orders totaling \$5,889 that remain open from fiscal year 2021-2022. Most represent purchases or services not received in their entirety, with many items backordered. Efforts continue to resolve the remaining issues.
4. **2023-2024 BUDGET:** The Board of Education's proposed budget of \$46,805,118 that represents an increase of 3.94% over the 2022-2023 budget has been submitted to the Town Manager for Town Council consideration.

5. **QUARTERLY REPORTS ON EXPENDITURES AND REVENUES:** Pursuant to Section 290 of Public Act 19-117, the third quarterly report for 2022-2023 expenditures and revenues has been prepared for submission to the Town.

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

Killingly Public Schools

System Object

Report # 117007

Statement Code: Sys Object

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 3/31/2023	Requisitions	Expenditures 7/1/2022 - 3/31/2023	Amount Remaining 7/1/2022 - 3/31/2023	Percent Expended
5111 Central Administration	\$354,520.03	\$0.00	\$354,520.03	\$0.00	\$0.00	\$259,306.89	\$95,213.14	73.14%
5112 School Administration	\$1,954,894.83	\$0.00	\$1,954,894.83	\$0.00	\$0.00	\$1,436,309.37	\$518,585.46	73.47%
5113 Teachers' Salaries	\$15,818,354.24	\$(86,043.00)	\$15,732,311.24	\$0.00	\$0.00	\$9,048,268.08	\$6,684,043.16	57.51%
5114 Finance/HR/Computer	\$401,136.58	\$0.00	\$401,136.58	\$0.00	\$0.00	\$296,300.98	\$104,835.60	73.87%
5115 Tutoring	\$101,560.00	\$(20,100.00)	\$81,460.00	\$0.00	\$0.00	\$6,322.25	\$75,137.75	7.76%
5119 Co-Curricular Stipends	\$383,653.30	\$0.00	\$383,653.30	\$0.00	\$0.00	\$259,520.04	\$124,133.26	67.64%
5120 Non-Certified Salaries	\$360,323.46	\$0.00	\$360,323.46	\$0.00	\$0.00	\$185,384.83	\$174,938.63	51.45%
5121 Secretarial/Clerical	\$1,355,521.87	\$0.00	\$1,355,521.87	\$0.00	\$0.00	\$1,015,219.30	\$340,302.57	74.90%
5122 Para-Professionals	\$2,381,396.37	\$0.00	\$2,381,396.37	\$0.00	\$0.00	\$1,409,611.30	\$971,785.07	59.19%
5123 Medical/Health	\$586,576.65	\$0.00	\$586,576.65	\$0.00	\$0.00	\$326,219.57	\$260,357.08	55.61%
5124 Operations & Maintenance	\$1,860,085.90	\$0.00	\$1,860,085.90	\$0.00	\$0.00	\$1,305,539.40	\$554,546.50	70.19%
5125 Transportation	\$1,088,865.58	\$0.00	\$1,088,865.58	\$0.00	\$0.00	\$808,180.01	\$280,685.57	74.22%
5126 Substitutes	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$397,059.36	\$2,940.64	99.26%
5127 Student Services	\$22,000.00	\$0.00	\$22,000.00	\$0.00	\$0.00	\$15,438.75	\$6,561.25	70.18%
5128 Temporary	\$158,550.00	\$0.00	\$158,550.00	\$0.00	\$0.00	\$44,317.03	\$114,232.97	27.95%
5130 Overtime	\$198,900.00	\$0.00	\$198,900.00	\$0.00	\$0.00	\$173,318.95	\$25,581.05	87.14%
5131 Computer Maintenance	\$215,255.00	\$0.00	\$215,255.00	\$0.00	\$0.00	\$115,875.54	\$99,379.46	53.83%

Killingly Public Schools

System Object

Report # 117007

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 3/31/2023	Requisitions	Expenditures 7/1/2022 - 3/31/2023	Amount Remaining 7/1/2022 - 3/31/2023	Percent Expended
5200 Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5210 Health/Dental Insurance	\$4,897,413.22	\$(16,841.43)	\$4,880,571.79	\$0.00	\$0.00	\$3,225,019.43	\$1,655,552.36	66.08%
5212 HSA Contributions	\$509,916.67	\$(1,125.00)	\$508,791.67	\$0.00	\$0.00	\$442,362.48	\$66,429.19	86.94%
5213 Life Insurance	\$28,606.56	\$(48.12)	\$28,558.44	\$0.00	\$0.00	\$20,277.94	\$8,280.50	71.01%
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	\$5,158.32	\$0.00	\$5,158.32	\$1,239.94	\$0.00	\$3,769.46	\$148.92	97.11%
5218 HRA Funding	\$10,625.00	\$0.00	\$10,625.00	\$0.00	\$0.00	\$1,796.35	\$8,828.65	16.91%
5220 FICA	\$466,172.92	\$0.00	\$466,172.92	\$0.00	\$0.00	\$299,459.81	\$166,713.11	64.24%
5225 Medicare	\$398,371.95	\$(1,247.62)	\$397,124.33	\$0.00	\$0.00	\$233,675.54	\$163,448.79	58.84%
5230 ERIP Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5231 Pension	\$165,000.00	\$0.00	\$165,000.00	\$0.00	\$0.00	\$176,878.00	\$(11,878.00)	107.20%
5232 Annuity Contributions	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$4,958.56	\$2,041.44	70.84%
5250 Unemployment Compensation	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$61.00	\$49,939.00	0.12%
5260 Workers' Compensation	\$360,000.00	\$0.00	\$360,000.00	\$0.00	\$0.00	\$358,166.01	\$1,833.99	99.49%
5322 Instructional Improvement	\$30,000.00	\$(4,000.00)	\$26,000.00	\$4,648.98	\$0.00	\$14,105.94	\$7,245.08	72.13%
5323 Pupil Services	\$130,126.00	\$0.00	\$130,126.00	\$0.00	\$0.00	\$81,590.98	\$48,535.02	62.70%

Killingly Public Schools System Object

Report # 117007

Account Number / Description	Adopted Budget	Transfers	Revised Budget	Encumbrances	Requisitions	Expenditures	Amount Remaining	Percent Expended
	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 3/31/2023		7/1/2022 - 3/31/2023	7/1/2022 - 3/31/2023	
5324 Field Trips	\$115,875.00	\$0.00	\$115,875.00	\$699.25	\$0.00	\$81,736.13	\$33,439.62	71.14%
5326 Testing	\$34,850.00	\$(3,970.33)	\$30,879.67	\$3,230.63	\$0.00	\$13,167.47	\$14,481.57	53.10%
5330 Professional/Technical Services	\$505,622.00	\$113,247.97	\$618,869.97	\$185,926.14	\$0.00	\$346,859.70	\$86,084.13	86.09%
5410 Utilities	\$1,558,822.04	\$0.00	\$1,558,822.04	\$1,010.00	\$0.00	\$823,540.65	\$734,271.39	52.90%
5420 Contracted Maintenance Services	\$810,573.45	\$630.00	\$811,203.45	\$173,357.51	\$0.00	\$590,820.52	\$47,025.42	94.20%
5430 Repairs & Maintenance Services	\$490,582.00	\$(4,690.09)	\$485,891.91	\$93,252.37	\$0.00	\$199,680.97	\$192,958.57	60.29%
5432 Technology-Related Repairs/Maintenance	\$25,000.00	\$(2,496.74)	\$22,503.26	\$0.00	\$0.00	\$0.00	\$22,503.26	0.00%
5440 Rentals	\$25,400.00	\$21,381.26	\$46,781.26	\$27,062.83	\$0.00	\$4,016.93	\$15,701.50	66.44%
5510 Pupil Transportation	\$30,000.00	\$0.00	\$30,000.00	\$7,675.00	\$0.00	\$11,290.00	\$11,035.00	63.22%
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	\$16,375.00	\$1,625.00	90.97%
5530 Communications	\$566,905.92	\$(16,354.42)	\$550,551.50	\$18,772.73	\$0.00	\$398,924.20	\$132,854.57	75.87%
5531 Postage	\$26,000.00	\$0.00	\$26,000.00	\$5,000.00	\$0.00	\$20,478.17	\$521.83	97.99%
5532 Telephone	\$75,900.00	\$0.00	\$75,900.00	\$0.00	\$0.00	\$51,352.09	\$24,547.91	67.66%
5540 Advertising	\$12,500.00	\$(400.00)	\$12,100.00	\$265.20	\$0.00	\$4,341.00	\$7,493.80	38.07%
5550 Printing & Binding	\$29,110.50	\$1,160.00	\$30,270.50	\$4,999.67	\$0.00	\$7,304.54	\$17,966.29	40.65%
5560 Tuition	\$326,975.00	\$325.00	\$327,300.00	\$4,714.26	\$0.00	\$229,508.00	\$93,077.74	71.56%

Killingly Public Schools System Object

Report # 117007

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 3/31/2023	Requisitions	Expenditures 7/1/2022 - 3/31/2023	Amount Remaining 7/1/2022 - 3/31/2023	Percent Expended
5561 Local Placement Tuition	\$4,384,411.97	\$0.00	\$4,384,411.97	\$1,623,491.80	\$17,563.00	\$3,102,214.69	\$ (341,294.52)	107.78%
5562 Agency Placement Tuition	\$190,000.00	\$0.00	\$190,000.00	\$13,517.50	\$0.00	\$7,783.89	\$168,698.61	11.21%
5580 Travel	\$65,911.00	\$ (5,195.00)	\$60,716.00	\$2,254.76	\$0.00	\$20,637.07	\$37,824.17	37.70%
5590 Other Purchased Services	\$203,290.00	\$0.00	\$203,290.00	\$0.00	\$0.00	\$95,182.00	\$108,108.00	46.82%
5611 Instructional Supplies- Warehouse	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5612 Instructional Supplies	\$169,242.72	\$5,442.04	\$174,684.76	\$18,701.22	\$355.97	\$89,128.92	\$66,854.62	61.73%
5613 Custodial & Maintenance Supplies	\$141,320.00	\$0.00	\$141,320.00	\$23,084.01	\$13.28	\$56,307.75	\$61,928.24	56.18%
5620 Heat Energy	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$250,086.42	\$ (246,586.42)	7,145.33%
5626 Motor Fuels & Oils	\$205,000.00	\$0.00	\$205,000.00	\$0.00	\$0.00	\$152,704.20	\$52,295.80	74.49%
5627 Transportation Supplies	\$137,300.00	\$0.00	\$137,300.00	\$7,328.37	\$457.24	\$116,483.69	\$13,487.94	90.18%
5641 Textbooks	\$3,256.00	\$1,000.00	\$4,256.00	\$0.00	\$0.00	\$2,102.55	\$2,153.45	49.40%
5642 Library Books/Periodicals	\$50,274.63	\$ (150.00)	\$50,124.63	\$9,938.40	\$198.22	\$23,377.68	\$16,808.55	66.47%
5691 Office Supplies	\$26,210.60	\$ (103.27)	\$26,107.33	\$639.84	\$91.98	\$14,174.40	\$11,293.09	56.74%
5692 Health Supplies	\$18,000.00	\$ (300.00)	\$17,700.00	\$356.76	\$0.00	\$8,509.37	\$8,833.87	50.09%
5695 Computer Software & Supplies	\$30,000.00	\$0.00	\$30,000.00	\$213.97	\$0.00	\$27,396.81	\$2,389.22	92.04%
5730 Non-Instructional Equipment	\$26,600.00	\$3,396.84	\$29,996.84	\$1,004.94	\$0.00	\$23,132.25	\$5,859.65	80.47%
5731 Instructional Equipment	\$32,800.50	\$5,300.99	\$38,101.49	\$1,805.84	\$0.00	\$26,636.63	\$9,659.02	74.65%

Killingly Public Schools System Object

Report # 117007

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 3/31/2023	Requisitions	Expenditures 7/1/2022 - 3/31/2023	Amount Remaining 7/1/2022 - 3/31/2023	Percent Expended
5732 Vehicles	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
5734 Computer Hardware	\$41,000.00	\$9,846.55	\$50,846.55	\$1,245.81	\$0.00	\$49,054.88	\$545.86	98.93%
5810 Dues & Fees	\$114,948.97	\$384.37	\$115,333.34	\$1,726.00	\$0.00	\$83,670.07	\$29,937.27	74.04%
5890 Other Objects	\$110,303.00	\$950.00	\$111,253.00	\$17,627.62	\$85.00	\$31,411.39	\$62,213.99	44.08%
5900 Contingency	\$(275,670.75)	\$0.00	\$(275,670.75)	\$0.00	\$0.00	\$0.00	\$(275,670.75)	0.00%
100 General Fund	\$45,029,799.00	\$0.00	\$45,029,799.00	\$2,254,791.35	\$18,764.69	\$28,943,703.18	\$13,831,304.47	69.28%
GRAND TOTAL	\$45,029,799.00	\$0.00	\$45,029,799.00	\$2,254,791.35	\$18,764.69	\$28,943,703.18	\$13,831,304.47	69.28%

Town of Killingly
Town Manager's Report
May 9, 2023

1. The Access Agency's Cold Weather Overnight Shelter

On March 31st, The Access Agency's Cold Weather Overnight Shelter at St. Alban's in Danielson provided its last night of shelter for the season. Below is some data about the shelter that was provided. We appreciate all they did to help make this a continuing resource for those experiencing homelessness in Northeast CT. The Access Agency expressed their gratitude to the municipalities that have provided funding assistance to make this shelter a possibility.

- # of Unduplicated Adults Sheltered: 56
- Range of guests per night: 6 to 15
- Average number of guest per night: 9 to 10
- Total "bed nights": 1,232

2. Road Construction Update

Below is the tentative list of roads planned for construction this season:

<u>Road</u>	<u>Type of Application</u>	<u>Anticipated Date</u>
CT Mills Ave	Mill 3" & Replace 3"	Completed
Kelly Road	Chip Seal 3/8"	May/June
Squaw Rock Rd	Chip Seal 3/8"	May/June
State Ave (Portion not Paved in 22)	Chip Seal 3/8"	May/June
Williamsville Rd	Chip Seal 3/8"	May/June
Brookside Drive	Crack Seal	May/June
Ledge Rd (2016 paved section)	Crack Seal	May/June
North Road	Crack Seal	May/June
River Road	Crack Seal	May/June
Geer Road	Double Chip Seal	May/June & Aug/Sept
Terwilliger Road	Double Chip Seal	May/June & Aug/Sept
Pineville Rd	Fog Seal	June/July
Putnam Rd	Fog Seal	June/July
Cutler Rd	Mill 1.5" & Replace 2"	May
Deerwood Dr	Mill 1.5" & Replace 2"	Summer
Slater Hill	Mill 1.5" & Replace 2"	Late Summer
Valley Rd (Rt 101 – Cat Hollow)	Mill 1.5" & Replace 2"	Summer
Attawaugan Crossing	Mill 2.5" & Replace 2.5"	Late Spring
Maple St (Rt 6 – Gladys St)	Mill 2.5" & Replace 2.5"	During School summer break.
Soap St	Mill 3" & Replace 3"	During School summer break.
Pleasant St	Mill 3" & Replace 3"	During School summer break.
Ledge Rd (east portion)	Overlay 1.5"	Summer
Main St (Rogers)	Overlay 1.5"	June/July
Griffith's (off Maple St)	Repave 3"	June/July
Sayles Ave	Repave 3"	June/July

Our crews are currently leveling the roads that will be chip sealed. They are also repairing or replacing any drainage structures on the roads that will be chip sealed or repaved. The last four roads on the list will be performed by Town crews. The remaining construction/applications will be performed by paving contractors.

Note: The above list is subject to change. Weather has a significant impact on when work can be performed and may impact the amount of work that can be completed during the paving season. This schedule is still very fluid. Roads may have to be replaced with a different road(s) pending contractor availability and more urgent condition on another road. I will provide updates as they are available.

3. Legislative Update

There are several bills that will have a significant impact on municipalities. Below is a summary of the bills and their impacts:

SB 1208 – An Act Implementing a One-Year Delay to Certain Changes in Statutes Concerning the Assessment of Motor Vehicles for Property Taxation

This is a follow up bill to legislation that was passed last year changing the valuation method of motor vehicles for property taxation purposes. Legislation passed last year changed the valuation method Towns would use from the ad valorem method (market value) to a depreciation method using MSRP. This legislation also removed commercial vehicles from the motor vehicle grand list and shifted them to the personal property list. It also exempted some recreation vehicles and trailers from property taxes. This legislation was passed with no economic impact evaluation. The State Office of Policy and Management (OPM) studied 6 municipalities and made the blanket statement that the change in valuation would have no negative impact on municipal revenues. This is not true. As you may recall, I and many municipal leaders have been voicing concerns regarding the impact of this damaging legislation since it was proposed last legislative cycle.

SB 1208 initially was proposed to delay the implementation of the current law by one year and propose additional modifications (see attached). Since its proposal SB 1208 has been revised and no longer provides for a one-year delay. It continues to hold the original implementation date of October 1, 2023. Why is this a problem? For several reasons:

- a) The software vendors that program our valuation methods have not completed redevelopment of a new software update that would allow for this new valuation method. Once developed the update needs to be installed/verified and training provided to all 169 municipalities. Recognize the required implementation date is 5 months away. No software vendor has this ready to implement.
- b) OPM ran a new evaluation of the impacts to municipal grand lists (see attached). The report demonstrates that EVERY municipality will have a REDUCTION in their grand list. This will automatically result in an increase in property taxes for every resident and business in the way of increased real estate and personal property taxes. Based on OPM's evaluation, Killbuck will see a reduction on the motor vehicle grand list of \$12,187,090 or 7.69% of the motor vehicle grand list. This would result in an increased mill rate (based on the current year mill rate of 25.14) of .253 mills.
- c) No additional economic impacts have been evaluated. For example, if landlords' property taxes increase, this will eventually be reflected in an increase in rent. Rent costs are at an all-time high.

What will this do to the ability for individuals to afford those rents? Another example, a business gets an increase in both real estate and personal property taxes. This results in an increase in their final product. Eventually the consumer picks up that cost. How much more pressure is this going to put on our food banks, shelters, and social services as those that are currently able to afford reasonable housing are pushed out of the market?

- d) There is no hold harmless proposal. The State has not and continues to hold the position that the impact is minimal to municipal revenue. So, they have not proposed funding this significant revenue loss for the municipalities.
- e) Note that in OPM's analysis EVERY municipality has a loss. Also, EVERY municipality has a significant number of vehicles they were not able to analyze due to missing information. For Killingly, the town has 17,050 vehicles on the grand list. Of that number, OPM was unable to determine the information on 2,088 or 12.2% of our motor vehicle grand list. That means the loss OPM has calculated can very well increase as those vehicles are revalued.

We need everyone to get this message across to the Governor and his office. Based on the information I have received from CCM and COST, our legislators in general are understanding and willing to delay the implementation a year and require a more comprehensive independent economic evaluation of the impacts. However, they have received a clear message from the Governor that he will not support legislation delaying this implementation. I cannot say this more plainly – this legislation will NOT reduce the local tax burden on our residents & businesses. This will only increase it as yet another unfunded State mandate.

SB 1142 – An Act Concerning Certain Delinquent Property Tax Payments

Reduces the interest rate municipalities can charge for delinquent taxes from 18% to 12% and limits the Town's ability to recover attorney's fees incurred. This passed the Appropriations committee unanimously and is awaiting action by the Senate.

HB 6571 – An Act Concerning the Assignment of Tax Liens

Reduces the interest rate municipalities can charge for delinquent taxes from 18% to 12% and limits the Town's ability to recover attorney's fees incurred. This passed the House unanimously.

Why are both bills detrimental to municipalities? The logic behind these bills is that interest rates charged by banks and other lenders are far lower in recent years, leading to the charge that the 18% rate is exorbitant. However, this is an inaccurate comparison. Municipalities are not banks or lending institutions. Our taxpayers should not be forced into accepting the same risk as lenders. Lenders have the ability to mitigate their losses with other investments, our taxpayers do not. What will be the impact locally if these bills pass? The Town will likely see a reduction in our collection rate. That impact affects several components of Town revenue. First, it impacts the value of a mill when calculating the mill rate. Secondly, it will impact the Town's ability to collect back taxes. A higher interest rate provides a strong motivation to pay delinquent taxes first. The reduction of back tax collections will also reduce annual revenue to the Town, also impacting the mill rate.

For example: The current collection rate applied to the budget is 96.5%. If that were to be reduced by 1% to 95.5% it would result in an increase to the mill rate of 0.29. That does not include reflecting a reduction in the revenue for back taxes or interest on back taxes. This legislation reduces the municipalities' ability to collect taxes successfully.

SB – 916 An Act Concerning Foreclosure, Assignment and Other Enforcement Actions for Unpaid Sewer Assessments and Other Fees and Charges

Prohibits foreclosure, assignment and other enforcement actions for unpaid sewer assessment and other fees and charges in the case of owner-occupied real property for which the principal of such unpaid assessments, fees and charges is less than \$4,000. This passed in Committee and is awaiting Senate action.

This bill removes the primary collection tool for WPCA's and municipalities have to collect unpaid sewer assessments and use charges unless they exceed \$4,000. In other words, a property owner can walk away from any balance owed below that level. Leaving the WPCA to have to use civil court actions which are far more costly than the balance due (and mostly unrecoverable). Unlike the impact to the reduced interest rate, which is spread across the full tax base, these impacts are incurred by only the users of the system. Under this legislation an average homeowner could go up to 8 years without paying their user fees before the Town could act and send the property to tax sale.

It should be noted that most rate payers have mortgages. While the sewer assessments and user fees are not included in the escrow payment, when the Town gives notice that the rate payer is delinquent and the property is being listed for tax sale, the mortgage company pays the outstanding balance. The mortgage company then works with the property owner to develop a new payment structure so as not to lose the property.

Early Voting legislation update – The House will be voting on the early voting bill which requires a 14-day early voting period for general elections and primaries held in conjunction with them and a four-day early voting period for special election not held in conjunction with a general election or primary. Early voting will NOT apply to referendums.

4. Meetings Attended

Weekly KMS Project planning meeting
Bi-weekly Westfield Ave Project planning meeting
CCM Legislative Committee & Board of Director meeting
CTCMA Executive and Regular meeting
NECCOG regular meeting



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT

Intergovernmental Policy and Planning Division

JFS LANGUAGE - SB 1208 AN ACT CONCERNING THE ASSESSMENT OF MOTOR VEHICLES FOR PROPERTY TAXATION

Section 1 - Sec. 14-33 Renewal of registration denied for failure to pay motor vehicle property tax or fines for parking violations. Collection of delinquent property tax by commissioner. Issuance of temporary registrations by city, town, borough or other taxing district.

- Removes provisions of Public Act 22-118

Section 2 - Sec. 12-71d. Schedule of motor vehicle values.

- Modifies the Office of Policy and Management's duties from establishing a "schedule of motor vehicle plate classes" to establishing "valuation guidelines"
- Adds the Department of Motor Vehicles for consultation
- Clarifies the valuation methodology

Section 3 -Sec. 12-63. Rule of valuation. Depreciation schedules.

- Corrects the word "value" to "assessment"
- Removed Personal Property Declaration commercial depreciation schedule
- Adjusted motor vehicle depreciation schedule to be more in line with market
- Adjusted motor vehicle depreciation schedule to balance removal of separate commercial depreciation schedule
- Provides valuation provision for modifications and additions to commercial vehicles and differentiates between permanently altered or modified
- Establishes taxpayer's right to appeal the manufacturer's suggested retail price

Section 4 - Sec. 12-41. Filing of declaration.

- Revises process of personal property declaration after codifying PA 22-118.
- Addresses provisions that were added as part of PA 22-118 that dealt with motor vehicles on the personal property declaration
- Codifies provision for listing modifications and additions that are not permanently affixed to a commercial motor vehicle

Section 5 - Sec. 12-53. Addition of omitted property. Audits. Penalty

- Addresses penalty provisions that were added as part of PA 22-118

Section 6 - Sec. 12-71. Personal property subject to tax. Computer software not subject to tax. Determination of situs of motor vehicles and snowmobiles for tax purposes.

- Removes provisions due to motor vehicles no longer on the personal property declaration
- Removes separate valuation methods for motor vehicles

Section 7 - Sec. 12-71b. Taxation of motor vehicles not registered on the assessment date. Assessment procedure. Tax date due

- Removes provisions that assessors only add supplemental and replacement vehicles twice per year
- Monthly supplemental reports allow for a more moderated workload for assessors
- Removes provisions that taxes on supplemental and replacement vehicles be payable only on two specific dates per year
- Removes provision that temporary motor vehicle registrations be payable as of a specific date
- Addresses process for listing vehicles that move intrastate during the assessment year codifying that the vehicle be maintained in the town where the vehicle was first registered during that assessment year
- Reinforces the Board of Assessment Appeals process for motor vehicles

Section 8 - Sec. 12-71c. Pro rata credit for property tax on motor vehicle when sold, totally damaged, stolen or registered in another state; time limit for claim.

- Clarifies the timeline for taxpayers requesting a prorated motor vehicle bill due to disposition

Section 9 - Subdivision (74) of section 12-81. Certain vehicles used to transport freight for hire.

- Codifies provision that assessor be responsible for determining the value of exempt commercial trucks utilizing the valuation methods outlined in 12-71d

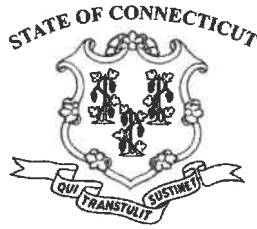
Town Name	Town Code	# of Vehicles	# of Vehicles Missing Info	Exempt by New Law	Current Asmt Total	New Asmt	Asmt Changed	% Change	Current Mill Rate on	New Mill Rate on	Difference of Mill Rate
Andover	1	4,068	497	511	37,173,250	33,668,100	(3,505,150)	-9.43%	31.91	32.346	0.436
Ansonia	2	14,735	1,687	489	140,411,970	133,072,060	(7,339,910)	-5.23%	37.8	38.058	0.258
Ashford	3	4,791	604	619	41,402,680	37,475,350	(3,927,330)	-9.49%	32.265	32.673	0.408
Avon	4	16,435	1,461	784	227,962,860	221,023,060	(6,939,800)	-3.04%	34.61	34.708	0.098
Barkhamsted	5	4,323	460	557	41,629,730	38,007,960	(3,621,770)	-8.70%	31.49	31.857	0.367
Beacon Falls	6	5,990	622	396	64,778,620	60,073,040	(4,705,580)	-7.26%	28.31	28.561	0.251
Berlin	7	23,134	2,796	1,580	260,009,950	240,318,940	(19,691,010)	-7.57%	34.31	34.635	0.325
Bethany	8	5,944	778	489	64,559,020	59,862,200	(4,696,820)	-7.28%	36	36.301	0.301
Bethel	9	18,339	1,911	698	209,306,770	194,043,320	(15,263,450)	-7.29%	34.59	34.846	0.256
Bethlehem	10	4,654	748	567	42,742,920	38,664,030	(4,078,890)	-9.54%	27.5	27.874	0.374
Bloomfield	11	19,243	2,583	495	202,682,260	197,737,550	(4,944,710)	-2.44%	34.53	34.606	0.076
Bolton	12	5,530	718	608	53,438,880	49,342,000	(4,096,880)	-7.67%	39.99	40.323	0.333
Bozrah	13	3,634	783	377	29,006,790	26,004,430	(3,002,360)	-10.35%	27	27.411	0.411
Branford	14	27,541	3,085	1,342	312,150,350	292,932,810	(19,217,540)	-6.16%	29.45	29.629	0.179
Bridgeport	15	83,810	10,432	920	751,448,330	723,604,980	(27,843,350)	-3.71%	43.45	43.569	0.119
Bridgewater	16	2,083	263	206	23,074,420	21,738,060	(1,336,360)	-5.79%	18.5	18.573	0.073
Bristol	17	52,008	5,246	3,376	517,232,600	485,863,140	(31,369,460)	-6.06%	38.35	38.632	0.282
Brookfield	18	16,964	1,676	1,108	203,927,280	190,427,970	(13,499,310)	-6.62%	25.88	26.023	0.143
Brooklyn	19	8,377	988	745	84,243,500	78,103,830	(6,139,670)	-7.29%	27.48	27.778	0.298
Burlington	20	10,190	952	1,022	117,459,340	110,370,250	(7,089,090)	-6.04%	32.7	32.976	0.276
Canaan	21	1,502	217	182	14,289,120	12,823,300	(1,465,820)	-10.26%	25.7	25.886	0.186
Canterbury	22	6,548	930	779	55,143,950	50,237,560	(4,906,390)	-8.90%	23	23.31	0.31
Canton	23	10,227	1,115	805	114,356,740	107,612,940	(6,743,800)	-5.90%	33.69	33.92	0.23
Chaplin	24	2,671	390	359	20,851,920	18,960,450	(1,891,470)	-9.07%	34.5	34.853	0.353
Cheshire	25	26,729	3,160	1,234	318,888,030	296,867,990	(22,020,040)	-6.91%	34.32	34.6	0.28
Chester	26	4,277	470	486	41,032,890	38,441,740	(2,591,150)	-6.31%	29.5	29.689	0.189
Clinton	27	13,818	1,583	1,116	137,780,870	128,223,620	(9,557,250)	-6.94%	29.83	30.019	0.189
Colchester	28	16,808	1,658	1,818	171,255,140	157,711,780	(13,543,360)	-7.91%	26.82	27.088	0.268
Colebrook	29	1,906	261	293	16,607,270	15,016,140	(1,591,130)	-9.58%	32.25	32.592	0.342
Columbia	30	6,313	725	877	59,311,120	54,641,490	(4,669,630)	-7.87%	25.87	26.112	0.242
Cornwall	31	1,978	300	150	20,951,470	18,712,360	(2,239,110)	-10.69%	14.49	14.56	0.07
Coventry	32	13,544	1,437	1,781	126,939,570	117,031,350	(9,908,220)	-7.81%	31.15	31.493	0.343
Cromwell	33	13,924	1,402	875	317,144,320	298,411,420	(18,732,900)	-5.91%	30.33	30.533	0.203
Danbury	34	72,378	8,031	2,292	780,723,370	722,380,270	(58,343,100)	-7.47%	28.22	28.451	0.231
Darien	35	17,459	1,723	587	311,947,300	301,164,830	(10,782,470)	-3.46%	17.23	17.254	0.024
Deep River	36	4,984	542	548	45,572,060	42,396,900	(3,175,160)	-6.97%	28.95	29.148	0.198
Derby	37	9,920	1,086	347	97,877,030	92,212,820	(5,664,210)	-5.79%	38.6	38.85	0.25
Durham	38	8,156	963	826	87,459,300	80,455,690	(7,003,610)	-8.01%	34.57	34.928	0.358
Eastford	39	2,030	296	260	17,783,980	16,105,760	(1,678,220)	-9.44%	34.1	34.491	0.391
East Granby	40	5,993	837	487	64,910,340	59,657,730	(5,252,610)	-8.09%	31.79	32.169	0.379
East Haddam	41	10,742	1,174	1,601	99,961,470	90,695,790	(9,265,680)	-9.27%	34.66	34.992	0.332
East Hampton	42	14,052	1,510	1,719	138,838,990	128,233,130	(10,605,860)	-7.64%	41	41.179	0.179
East Hartford	43	39,689	4,592	1,451	364,719,490	347,729,920	(16,989,570)	-4.66%	31.2	31.408	0.208

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East Haven	44	24,267	2,616	825	243,788,090	229,722,700	(14,065,390)	-5.77%	23.84	23.942	0.102
East Lyme	45	18,124	1,554	1,585	199,746,200	188,980,140	(10,766,060)	-5.39%	34.38	34.763	0.383
Easton	46	7,260	877	372	96,411,090	92,804,430	(3,606,660)	-3.74%	26.25	26.591	0.341
East Windsor	47	12,334	1,975	1,005	113,900,470	104,479,920	(9,420,550)	-8.27%	28.44	28.52	0.08
Ellington	48	16,616	1,760	1,525	179,214,070	166,432,620	(12,781,450)	-7.13%	32.5	32.834	0.334
Enfield	49	37,294	3,874	2,886	355,360,020	330,934,810	(24,425,210)	-6.87%	27.89	28.114	0.224
Essex	50	7,805	924	768	84,393,630	79,833,250	(4,560,380)	-5.40%	22.65	22.743	0.093
Fairfield	51	48,115	4,871	1,474	681,892,960	648,919,280	(32,973,680)	-4.84%	27.24	27.324	0.084
Farmington	52	23,615	2,253	1,225	296,079,040	281,517,620	(14,561,420)	-4.92%	29.32	29.451	0.131
Franklin	53	2,693	482	316	24,414,410	21,555,470	(2,858,940)	-11.71%	22.97	23.354	0.384
Glastonbury	54	32,465	3,009	1,915	405,990,320	388,467,390	(17,522,930)	-4.32%	37.3	37.444	0.144
Goshen	55	4,066	571	541	41,890,040	37,921,730	(3,968,310)	-9.47%	19.8	19.962	0.162
Granby	56	11,662	1,209	1,251	119,725,110	112,505,980	(7,219,130)	-6.03%	39.98	40.244	0.264
Greenwich	57	53,176	6,323	1,206	912,848,330	870,903,790	(41,944,540)	-4.59%	11.28	11.296	0.016
Griswold	58	11,971	1,322	1,315	105,506,230	98,222,730	(7,283,500)	-6.90%	25.07	25.307	0.237
Groton	59	29,607	2,637	1,854	308,720,750	289,520,190	(19,200,560)	-6.22%	21.28	21.372	0.092
Gulifford	60	21,655	2,185	1,595	255,243,880	240,840,260	(14,403,620)	-5.64%	33.25	33.419	0.169
Haddam	61	10,203	1,182	1,400	95,729,820	88,434,680	(7,295,140)	-7.62%	32.33	32.622	0.292
Hamden	62	39,885	3,625	839	433,258,130	421,359,760	(11,898,370)	-2.75%	55.48	55.58	0.1
Hampton	63	2,603	350	345	22,853,570	20,546,170	(2,307,400)	-10.10%	22.49	22.785	0.295
Hartford	64	54,329	6,776	575	486,650,210	475,103,350	(11,546,860)	-2.37%	68.95	69.038	0.088
Hartland	65	2,384	278	340	21,413,510	19,378,420	(2,035,090)	-9.50%	27	27.311	0.311
Harwinton	66	7,207	981	902	72,057,830	65,422,930	(6,634,900)	-9.21%	28.5	28.909	0.409
Hebron	67	9,933	952	1,065	103,222,800	96,170,270	(7,052,530)	-6.83%	31.7	31.983	0.283
Kent	68	3,095	356	274	35,733,700	32,591,960	(3,141,740)	-8.79%	18.57	18.675	0.105
Killingly	69	17,050	2,088	1,345	158,532,110	146,345,020	(12,187,090)	-7.69%	25.14	25.393	0.253
Killingworth	70	7,427	812	842	77,361,690	72,070,680	(5,291,010)	-6.84%	23.22	23.395	0.175
Lebanon	71	9,037	1,234	1,245	80,027,780	72,705,870	(7,321,910)	-9.15%	28.5	28.881	0.381
Ledyard	72	14,258	1,418	1,215	144,680,270	134,930,980	(9,749,290)	-6.74%	33.82	34.106	0.286
Lisbon	73	4,860	587	570	43,398,090	40,070,400	(3,327,690)	-7.67%	22.23	22.419	0.189
Litchfield	74	9,665	1,200	951	102,520,670	94,738,940	(7,781,730)	-7.59%	26.8	27.025	0.225
Lyme	75	2,595	313	388	24,775,960	23,558,210	(1,217,750)	-4.92%	19.95	20.021	0.071
Madison	76	17,469	1,532	1,009	220,147,990	212,147,590	(8,000,400)	-3.63%	29.41	29.497	0.087
Manchester	77	45,835	4,452	1,916	458,836,450	433,080,480	(25,755,970)	-5.61%	31.42	31.605	0.185
Mansfield	78	10,459	1,156	812	101,545,510	94,256,700	(7,288,810)	-7.18%	30.38	30.597	0.217
Marlborough	79	6,431	591	707	68,745,000	64,599,980	(4,145,020)	-6.03%	35.55	35.797	0.247
Meriden	80	46,619	5,146	1,952	431,501,290	409,992,150	(21,509,140)	-4.98%	32.99	33.191	0.201
Middlebury	81	7,994	839	534	97,318,930	92,842,830	(4,476,100)	-4.60%	31.26	31.396	0.136
Middlefield	82	5,193	711	507	50,848,580	46,632,610	(4,215,970)	-8.29%	27.56	27.822	0.262
Middletown	83	36,615	3,644	1,700	390,944,880	363,840,510	(27,104,370)	-6.93%	35.7	35.967	0.267
Milford	84	48,307	4,930	2,048	548,119,810	511,776,920	(36,342,890)	-6.63%	26.65	26.786	0.136
Monroe	85	18,622	2,052	1,028	221,167,480	207,806,570	(13,360,910)	-6.04%	36.86	37.075	0.215
Montville	86	17,401	1,994	1,595	165,025,700	152,313,200	(12,712,500)	-7.70%	26.71	26.954	0.244

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Morris	87	2,897	360	421	28,083,240	25,509,800	(2,573,440)	-9.16%	23.99	24.187	0.197
Naugatuck	88	26,126	2,562	1,114	252,699,880	239,454,920	(13,244,960)	-5.24%	47.75	48.024	0.274
New Britain	89	46,501	5,210	1,263	406,333,460	390,936,740	(15,396,720)	-3.79%	49.5	49.706	0.206
New Canaan	90	16,604	1,698	328	307,792,190	297,653,520	(10,138,670)	-3.29%	18.372	18.399	0.027
New Fairfield	91	13,089	1,110	1,010	152,761,660	142,989,480	(9,772,180)	-6.40%	32.47	32.684	0.214
New Hartford	92	7,823	848	991	76,679,730	70,497,230	(6,182,500)	-8.06%	30.61	30.936	0.326
New Haven	93	60,896	7,101	664	578,285,890	553,761,200	(24,524,690)	-4.24%	39.75	39.854	0.104
Newington	94	28,207	2,959	1,387	301,159,620	280,929,310	(20,230,310)	-6.72%	37.31	37.459	0.149
New London	95	17,109	1,960	378	154,120,210	147,496,230	(6,623,980)	-4.30%	28.45	28.692	0.242
New Milford	96	27,854	2,920	1,899	296,884,570	273,642,960	(23,241,610)	-7.83%	38.49	38.748	0.258
Newtown	97	27,074	2,835	1,912	319,873,370	302,336,890	(17,536,480)	-5.48%	34.67	34.866	0.196
Norfolk	98	2,015	287	190	19,362,460	17,548,100	(1,814,360)	-9.37%	27.84	28.06	0.22
North Branford	99	14,811	1,950	1,033	158,277,190	144,837,020	(13,440,170)	-8.49%	33.23	33.611	0.381
North Canaan	100	3,524	641	363	32,092,030	28,396,590	(3,695,440)	-11.52%	31	31.46	0.46
North Haven	101	25,214	3,068	1,094	295,210,720	274,646,070	(20,564,650)	-6.97%	30.71	30.94	0.23
North Stonington	102	6,394	819	805	63,343,880	57,498,090	(5,845,790)	-9.23%	28.45	28.78	0.33
Norwalk	103	75,798	8,573	1,697	887,769,120	826,397,000	(61,372,120)	-6.91%	0	0.137	0.137
Norwich	104	29,137	3,011	1,323	261,718,320	246,458,490	(15,259,830)	-5.83%	41.83	42.103	0.273
Old Lyme	105	9,680	1,042	1,158	104,206,660	99,104,420	(5,102,240)	-4.90%	23.5	23.581	0.081
Old Saybrook	106	13,010	1,479	1,176	151,247,900	141,666,780	(9,581,120)	-6.33%	20.08	20.177	0.097
Orange	107	15,484	2,406	835	181,079,930	168,593,300	(12,486,630)	-6.90%	32.71	32.919	0.209
Oxford	108	15,533	1,939	1,368	169,900,290	156,405,970	(13,494,320)	-7.94%	24.36	24.592	0.232
Plainfield	109	14,932	1,804	1,442	128,519,070	118,973,910	(9,545,160)	-7.43%	28.03	28.334	0.304
Plainville	110	17,999	2,544	1,016	178,665,010	165,416,610	(13,248,400)	-7.42%	30.64	30.948	0.308
Plymouth	111	12,663	1,504	1,236	116,594,870	107,093,590	(9,501,280)	-8.15%	36.32	36.746	0.426
Pomfret	112	4,433	476	466	46,006,320	42,169,360	(3,836,960)	-8.34%	25.92	26.209	0.289
Portland	113	9,735	1,097	974	98,524,940	90,918,890	(7,606,050)	-7.72%	32.44	32.752	0.312
Preston	114	5,657	768	645	52,413,530	47,881,260	(4,532,270)	-8.65%	27.88	28.207	0.327
Prospect	115	10,506	1,179	876	111,434,900	104,324,110	(7,110,790)	-6.38%	31.95	32.248	0.298
Putnam	116	8,411	975	559	78,755,590	73,075,650	(5,679,940)	-7.21%	21.19	21.376	0.186
Redding	117	8,453	2,544	430	110,865,530	105,351,440	(5,514,090)	-4.97%	33.34	33.466	0.126
Ridgefield	118	21,099	1,864	605	316,345,640	302,019,550	(14,326,090)	-4.53%	28.43	28.52	0.09
Rocky Hill	119	18,388	1,947	826	215,826,150	202,211,410	(13,614,740)	-6.31%	34.52	34.739	0.219
Roxbury	120	2,903	435	261	33,468,050	31,122,790	(2,345,260)	-7.01%	15.25	15.309	0.059
Salem	121	5,040	527	710	47,888,480	44,090,410	(3,798,070)	-7.93%	28.8	29.08	0.28
Salisbury	122	4,335	626	334	48,725,020	45,002,400	(3,722,620)	-7.64%	11	11.032	0.032
Scotland	123	1,652	249	234	12,397,030	11,321,800	(1,075,230)	-8.67%	39	39.446	0.446
Seymour	124	15,687	1,747	882	162,154,330	151,869,560	(10,284,770)	-6.34%	35.59	35.88	0.29
Sharon	125	3,092	462	259	33,591,110	30,748,760	(2,842,350)	-8.46%	14.4	14.461	0.061
Shelton	126	39,837	4,444	1,906	458,326,250	429,617,150	(28,709,100)	-6.26%	17.47	17.562	0.092
Sherman	127	4,049	439	432	45,038,270	41,895,330	(3,142,940)	-6.98%	18.18	18.266	0.086
Simsbury	128	21,411	1,683	1,093	267,910,260	256,003,270	(11,906,990)	-4.44%	37.41	37.569	0.159
Somers	129	10,675	1,374	1,234	107,030,510	99,379,630	(7,650,880)	-7.15%	27.56	27.837	0.277

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Southbury	130	19,069	2,019	1,387	216,944,180	203,245,290	(13,698,890)	-6.31%	38.77	38.996	0.226
Southington	131	44,081	4,580	3,112	494,238,350	464,809,740	(29,428,610)	-5.95%	28.6	28.804	0.204
South Windsor	132	25,346	2,944	1,396	286,019,220	268,042,470	(17,976,750)	-6.29%	29.13	29.35	0.22
Sprague	133	2,986	357	283	25,463,610	23,305,280	(2,158,330)	-8.48%	36.25	36.737	0.487
Stafford	134	13,023	1,713	1,556	112,874,430	102,157,590	(10,716,840)	-9.49%	35.78	36.282	0.502
Stamford	135	98,967	10,580	1,423	1,270,018,300	1,186,153,170	(83,865,130)	-6.60%	27.17	27.283	0.113
Sterling	136	4,104	524	473	35,922,750	32,527,180	(3,395,570)	-9.45%	31.94	32.483	0.543
Stonington	137	19,812	2,012	2,154	210,401,150	198,664,110	(11,737,040)	-5.58%	23.66	23.759	0.099
Stratford	138	45,046	5,120	1,222	476,327,440	449,085,630	(27,241,810)	-5.72%	39.46	39.662	0.202
Suffield	139	14,899	1,762	1,474	162,152,680	152,113,140	(10,039,540)	-6.19%	28.61	28.823	0.213
Thomaston	140	8,300	1,055	709	82,054,050	74,986,020	(7,068,030)	-8.61%	32.11	32.513	0.403
Thompson	141	10,146	1,104	1,177	96,184,360	87,193,420	(8,990,940)	-9.35%	25.02	25.392	0.372
Tolland	142	15,352	1,475	1,572	165,146,810	152,959,380	(12,187,430)	-7.38%	36.58	36.933	0.353
Torrington	143	31,157	3,589	1,893	289,613,290	269,423,690	(20,189,600)	-6.97%	47.14	47.503	0.363
Trumbull	144	32,309	3,178	1,057	400,244,310	379,607,130	(20,637,180)	-5.16%	33.64	33.779	0.139
Union	145	1,152	121	211	10,842,230	9,680,100	(1,162,130)	-10.72%	27.85	28.238	0.388
Vernon	146	25,793	2,619	1,599	251,455,630	234,393,370	(17,062,260)	-6.79%	33.39	33.67	0.28
Voluntown	147	3,274	420	459	28,065,740	25,271,340	(2,794,400)	-9.96%	27.77	28.172	0.402
Wallingford	148	43,498	5,258	2,361	469,620,330	435,067,870	(34,552,460)	-7.36%	29.04	29.309	0.269
Warren	149	1,717	257	197	18,681,240	16,706,600	(1,974,640)	-10.57%	14.15	14.237	0.087
Washington	150	4,464	641	300	52,778,320	48,865,650	(3,912,670)	-7.41%	14.25	14.301	0.051
Waterbury	151	70,266	7,718	1,375	632,996,160	617,338,060	(15,658,100)	-2.47%	60.21	60.342	0.132
Waterford	152	20,461	2,209	1,712	210,541,460	197,950,640	(12,590,820)	-5.98%	27.56	27.667	0.107
Watertown	153	21,985	2,501	1,345	239,156,640	223,165,990	(15,990,650)	-6.69%	34.94	35.269	0.329
Westbrook	154	8,012	963	827	78,730,040	74,235,390	(4,494,650)	-5.71%	40.68	40.826	0.146
West Hartford	155	46,034	3,880	1,187	570,789,370	542,571,010	(28,218,360)	-4.94%	34	34.162	0.162
West Haven	156	37,691	4,213	852	364,951,080	349,939,310	(15,011,770)	-4.11%	20.76	20.831	0.071
Weston	157	8,290	807	217	136,849,530	132,433,340	(4,416,190)	-3.23%	32.97	33.043	0.073
Westport	158	24,318	2,683	635	421,902,600	402,875,280	(19,027,320)	-4.51%	18.07	18.106	0.036
Wethersfield	159	22,794	1,973	946	252,345,170	241,326,270	(11,018,900)	-4.37%	41.08	41.246	0.166
Willington	160	6,045	769	752	55,472,750	50,167,700	(5,305,050)	-9.56%	31.27	31.709	0.439
Wilton	161	15,419	1,439	474	240,709,770	230,465,690	(10,244,080)	-4.26%	28.2289	28.306	0.0771
Winchester	162	10,676	1,354	1,155	89,530,590	82,813,930	(6,716,660)	-7.50%	33.54	33.904	0.364
Windham	163	17,320	2,328	1,005	142,774,180	132,865,870	(9,908,310)	-6.94%	35.51	35.888	0.378
Windsor	164	27,257	2,825	1,262	281,364,210	272,339,300	(9,024,910)	-3.21%	33.27	33.37	0.1
Windsor Locks	165	19,508	1,974	925	269,414,630	235,211,870	(34,202,760)	-12.70%	25.83	26.464	0.634
Wolcott	166	16,923	1,845	1,290	180,245,680	169,592,170	(10,653,510)	-5.91%	30.8	31.069	0.269
Woodbridge	167	7,969	775	386	103,132,910	98,383,630	(4,749,280)	-4.61%	43.77	43.921	0.151
Woodbury	168	10,605	1,367	837	112,595,140	105,637,480	(6,957,660)	-6.18%	29.17	29.384	0.214
Woodstock	169	9,343	1,057	981	95,175,770	87,098,110	(8,077,660)	-8.49%	20.85	21.055	0.205
		3,046,790	337,807	168,531	33,433,618,940	31,452,253,750	(1,981,365,190)	-5.93%			
			11.09%	5.53%			Max Min	-12.70%		Max Min	0.634 0.016

Town Name	Town Code	# of Vehicles	# of Vehicles Missing Info	Exempt by New Law	Current Asmt Total	New Asmt	Asmt Changed	% Change	Current Mill Rate on	New Mill Rate on	Difference of Mill Rate
New Asmt Changed based on New Depreciation which is on 2022 Grand List. Information based on DMV records											
Vehicles with Missing Info was not used in calculations											
							Median	-6.91%		Median	0.226
New Mill Rate based on 2021 Grand List Data provided by OPM											
Current MV Mill Rate was used with current and new MV asmt.											



Senate

General Assembly

File No. 434

January Session, 2023

Senate Bill No. 1142

Senate, April 4, 2023

The Committee on Planning and Development reported through SEN. RAHMAN of the 4th Dist., Chairperson of the Committee on the part of the Senate, that the bill ought to pass.

AN ACT CONCERNING CERTAIN DELINQUENT PROPERTY TAX PAYMENTS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Section 12-145 of the general statutes is repealed and the
2 following is substituted in lieu thereof (*Effective October 1, 2023, and*
3 *applicable to assessment years commencing on or after October 1, 2023*):

4 The tax collector of each municipality shall, at least five days next
5 preceding the time when each tax becomes due and payable, give notice
6 of the time and place at which the tax collector will receive such tax by
7 advertising in a newspaper published in such municipality or, if no
8 newspaper is published in such municipality, by advertising in any
9 newspaper of the state having a general circulation in such municipality
10 and by posting such notice on a signpost, a bulletin board or the
11 municipality's Internet web site. The tax collector shall repeat such
12 advertising within one week after such tax has become due and payable
13 and, again, at least five days before such tax becomes delinquent. Each
14 such notice shall give each date on which such tax shall become due and
15 payable and each date on which such tax shall become delinquent, and
16 shall state that, as soon as such tax becomes delinquent, it shall be

subject to interest at the rate of one [and one-half] per cent of such tax for each month or fraction thereof which elapses from the time when such tax becomes due and payable until the same is paid. The tax collector of a municipality [may] shall waive the interest on delinquent property taxes if the tax collector and the assessor, jointly, determine that the delinquency is attributable to an error by the tax assessor or tax collector and is not the result of any action or failure on the part of the taxpayer. The tax collector shall notify the taxing authority of the municipality of all waivers granted pursuant to this section.

Sec. 2. Section 12-146 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2023, and applicable to assessment years commencing on or after October 1, 2023*):

Unless the context otherwise requires, wherever used in this section, "tax" includes each property tax and each installment and part thereof due to a municipality as it may have been increased by interest, fees and charges. If any tax due in a single installment or if any installment of any tax due in two or more installments is not paid in full (1) on or before the first day of the month next succeeding the month in which it became due and payable, or if not due and payable on the first day of the month, (2) on or before the same date of the next succeeding month corresponding to that of the month on which it became due and payable, the whole or such part of such installment as is unpaid shall thereupon be delinquent and shall be subject to interest from the due date of such delinquent installment. Except for unpaid real estate taxes the collection of which was, or is, deferred under the provisions of section 12-174, and any predecessor and successor thereto, which unpaid real estate taxes continue to be subject to the provisions of such deferred collection statutes, the delinquent portion of the principal of any tax shall be subject to interest at the rate of [eighteen] twelve per cent per annum from the time when it became due and payable until the same is paid, subject to a minimum interest charge of two dollars per installment which any municipality, by vote of its legislative body, may elect not to impose, and provided, in any computation of such interest, under any provision of this section, each fractional part of a month in which any

51 portion of the principal of such tax remains unpaid shall be considered
52 to be equivalent to a whole month. Each addition of interest shall
53 become, and shall be collectible as, a part of such tax. Interest shall
54 accrue at said rate until payment of such taxes due notwithstanding the
55 entry of any judgment in favor of the municipality against the taxpayer
56 or the property of the taxpayer. The collector shall apply each partial
57 payment to [the wiping out of] such accrued interest before making any
58 application thereof to the reduction of such principal. If any tax, at the
59 time of assessment or because of a subsequent division, represents two
60 or more items of property, the collector may receive payment in full of
61 such part of the principal and interest of such tax as represents one or
62 more of such items, even though interest in full on the entire amount of
63 the principal of such tax has not been received up to the date of such
64 payment; in which event, interest on the remaining portion of the
65 principal of any such tax shall be computed, as the case may be, from
66 the due date of such tax if no other payment after delinquency has been
67 made or from the last date of payment of interest in full on the whole
68 amount or unpaid balance of the principal of such delinquent tax if
69 previous payment of interest has been made. Each collector shall keep a
70 separate account of such interest and the time when the same has been
71 received and shall pay over the same to the treasurer of the municipality
72 of the collector as a part of such tax. No tax or installment thereof shall
73 be construed to be delinquent under the provisions of this section if (A)
74 such tax or installment was paid through a municipal electronic
75 payment service within the time allowed by statute for payment of such
76 tax or installment, or (B) the envelope containing the amount due as
77 such tax or installment, as received by the tax collector of the
78 municipality to which such tax is payable, bears a postmark showing a
79 date within the time allowed by statute for the payment of such tax or
80 installment. Any municipality may, by vote of its legislative body,
81 require that any delinquent property taxes shall be paid only in cash or
82 by certified check or money order. Any municipality adopting such
83 requirement may provide that such requirement shall only be applicable
84 to delinquency exceeding a certain period in duration as determined by
85 such municipality. Any municipality shall waive all or a portion of the

86 interest due and payable under this section on a delinquent tax with
87 respect to a taxpayer who has received compensation under chapter 968
88 as a crime victim.

89 Sec. 3. Subsection (f) of section 12-157 of the general statutes is
90 repealed and the following is substituted in lieu thereof (*Effective October*
91 *1, 2023, and applicable to assessment years commencing on or after October 1,*
92 *2023*):

93 (f) Within sixty days after such sale, the collector shall cause to be
94 published in a newspaper having a daily general circulation in the town
95 in which the real property is located, and shall send by certified mail,
96 return receipt requested, to the delinquent taxpayer and each
97 mortgagee, lienholder and other encumbrancer of record whose interest
98 in such property is choate and is affected by such sale, a notice stating
99 the date of the sale, the name and address of the purchaser, the amount
100 the purchaser paid for the property and the date the redemption period
101 will expire. The notice shall include a statement that if redemption does
102 not take place by the date stated and in the manner provided by law, the
103 delinquent taxpayer, and all mortgagees, lienholders and other
104 encumbrancers who have received actual or constructive notice of such
105 sale as provided by law, that their respective titles, mortgages, liens,
106 restraints on alienation and other encumbrances in such property shall
107 be extinguished. After such notice is published, and not later than six
108 months after the date of the sale or within sixty days if the property was
109 abandoned or meets other conditions established by ordinance adopted
110 by the legislative body of the municipality, if the delinquent taxpayer,
111 mortgagee, lienholder or other encumbrancer whose interest in the
112 property will be affected by such sale, pays to the collector, the amount
113 of taxes, interest and charges which were due and owing at the time of
114 the sale together with interest on the total purchase price paid by the
115 purchaser at the rate of [eighteen] twelve per cent per annum from the
116 date of such sale plus any taxes and debts owed to the municipality that
117 were not recovered by the sale and any additional charges under section
118 12-140, such deed, executed pursuant to subsection (e) of this section,
119 shall be delivered to the collector by the town clerk for cancellation and

120 the collector shall provide a certificate of satisfaction to the person
 121 paying the money who, if not the person whose primary duty it was to
 122 pay the tax or taxes, shall have a claim against the person whose primary
 123 duty it was to pay such tax or taxes for the amount so paid, and may
 124 add the same with the equivalent precedence, rate of interest and
 125 priority as the tax paid over other nongovernmental encumbrances but
 126 without precedence or priority over any state or municipal tax lien or
 127 any tax that was not yet due and payable when notice of the levy was
 128 first published to any claim for which he has security upon the property
 129 sold, provided the certificate of satisfaction is recorded on the land
 130 records but the interests of other persons in the property shall not be
 131 affected. Within ten days of receipt of such amounts in redemption of
 132 the levied property, the collector shall notify the purchaser by certified
 133 mail, return receipt requested, that the property has been redeemed and
 134 shall tender such payment, together with the amount held pursuant to
 135 subparagraph (A) of subdivision (1) of subsection (i) of this section, if
 136 any, to the purchaser. If the purchase money and interest are not paid
 137 within such redemption period, the deed shall be recorded and have full
 138 effect.

This act shall take effect as follows and shall amend the following sections:

Section 1	<i>October 1, 2023, and applicable to assessment years commencing on or after October 1, 2023</i>	12-145
Sec. 2	<i>October 1, 2023, and applicable to assessment years commencing on or after October 1, 2023</i>	12-146
Sec. 3	<i>October 1, 2023, and applicable to assessment years commencing on or after October 1, 2023</i>	12-157(f)

PD Joint Favorable

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

OFA Fiscal Note

State Impact: None

Municipal Impact:

Municipalities	Effect	FY 24 \$	FY 25 \$
All Municipalities	STATE MANDATE ¹ - Revenue Loss	Potential	Potential

Explanation

The bill (1) decreases the interest rate on delinquent property taxes from 18% to 12% per year and (2) requires tax collectors to waive interest on delinquent property taxes when the tax collector and assessor jointly determine the delinquency was due to a mistake by either official and was not the taxpayers fault. This will result in a potential revenue loss to municipalities beginning in FY 24 as municipalities will collect less in interest on delinquent property taxes and must waive interest on certain delinquent property taxes.

The extent of the revenue loss will be dependent on the number of delinquencies, how late the payments are and the amount of property tax that is delinquent. Municipalities with no delinquencies will not be impacted.

The Out Years

¹ State mandate is defined in Sec. 2-32b(2) of the Connecticut General Statutes, "state mandate" means any state initiated constitutional, statutory or executive action that requires a local government to establish, expand or modify its activities in such a way as to necessitate additional expenditures from local revenues.

The annualized ongoing fiscal impact identified above would continue into the future subject to the number of property tax delinquencies.

OLR Bill Analysis**SB 1142*****AN ACT CONCERNING CERTAIN DELINQUENT PROPERTY TAX PAYMENTS.*****SUMMARY**

This bill decreases the interest rate on delinquent property taxes from 18% to 12% per year (i.e., from 1.5% to 1% per month). It makes a conforming change to the interest rate for delinquent property taxes on property sold for tax purposes, but it retains the 1.5% per-month rate for delinquent property taxes on personal property used for certain telecommunications services (CGS § 12-80a). As under existing law, the minimum interest charge is \$2, which a municipality may, by vote of its legislative body, choose not to impose.

By law, the interest rate on other delinquent local taxes and assessments is linked to the interest rate municipalities charge on delinquent property taxes (e.g., sewer assessments, special taxing district taxes, and assessments on real estate with certain code violations for which the municipality incurred expenses). So, the bill also reduces the interest rate charged on these other delinquent taxes and assessments.

The bill also requires, rather than allows, tax collectors to waive interest on delinquent property taxes when the tax collector and assessor jointly determine that the delinquency was due to a mistake by either official and not the taxpayer's action or failure.

Lastly, the bill makes a technical change.

EFFECTIVE DATE: October 1, 2023, and applicable to assessment years beginning on or after that date.

BACKGROUND***Related Bill***

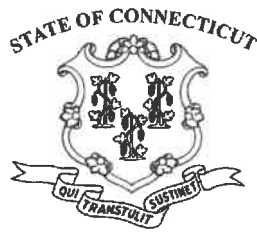
HB 6751 (File 206), favorably reported by the Banking Committee, reduces, from 18% to 12%, the annual interest rate on unpaid property taxes when a tax collector files a lien on the property and assigns the lien (i.e., sells it to an outside party).

COMMITTEE ACTION

Planning and Development Committee

Joint Favorable

Yea 18 Nay 3 (03/17/2023)



House of Representatives

General Assembly

File No. 206

January Session, 2023

House Bill No. 6751

House of Representatives, March 23, 2023

The Committee on Banking reported through REP. DOUCETTE of the 13th Dist., Chairperson of the Committee on the part of the House, that the bill ought to pass.

AN ACT CONCERNING THE ASSIGNMENT OF TAX LIENS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Section 12-195h of the general statutes is repealed and the
2 following is substituted in lieu thereof (*Effective October 1, 2023*):

3 (a) Any municipality, by resolution of its legislative body, as defined
4 in section 1-1, may assign, for consideration, any and all liens filed by
5 the tax collector to secure unpaid taxes on real property as provided
6 under the provisions of this chapter. The consideration received by the
7 municipality shall be negotiated between the municipality and the
8 assignee.

9 (b) The assignee or assignees of such liens shall have and possess the
10 same powers and rights at law or in equity that such municipality and
11 municipality's tax collector would have had if the lien had not been
12 assigned with regard to the precedence and priority of such lien, the
13 accrual of interest and the fees and expenses of collection and of
14 preparing and recording the assignment, except that (1) for assignments

executed on or after July 1, 2024, commencing on the date of the assignment, interest shall accrue on the delinquent portion of the principal of the assigned tax obligation at the rate of twelve per cent per annum, and (2) any such assignee [(1)] (A) shall not be insulated from liability for its conduct by virtue of the provisions of section 42-110c, and [(2)] (B) shall be obligated to provide a payoff statement, as defined in section 49-8a, in the same manner as a mortgagee in accordance with the requirements of section 49-10a. The assignee shall have the same rights to enforce such liens as any private party holding a lien on real property including, but not limited to, foreclosure and a suit on the debt.

(c) (1) No such assignment executed on or after July 1, 2022, shall be valid or enforceable unless memorialized in a contract executed by the municipality and the assignee that is in writing and provides: [(1)] (A) The manner in which the assignee will provide to the owner of the real property that is the subject of the assignment one or more addresses and telephone numbers that may be used for correspondence with the assignee about the debt and payment thereof; [(2)] (B) the earliest and latest dates by which the assignee shall commence any foreclosure or suit on the debt or the manner for determining such dates, except as may be impacted by any payment arrangement, bankruptcy petition or other circumstance, provided in no event shall the assignee commence a foreclosure suit before one year has elapsed since the assignee's purchase of the lien; [(3)] (C) the structure and rates of attorney's fees that the assignee may claim against the owner or owners of such real property in any foreclosure, suit on the debt or otherwise, and a prohibition from using as foreclosure counsel any attorney or law office that is owned by, employs or contracts with any person having an interest in such assignee; [(4)] (D) confirmation that the owner of the real property for which the lien has been filed shall be a third-party beneficiary entitled to enforce the covenants and responsibilities of the assignee as contained in the contract; [(5)] (E) a prohibition on the assignee assigning the lien without the municipality's prior written consent; [(6)] (F) the detail and frequency of reports provided to the municipality's tax collector regarding the status of the assigned liens; [(7)] (G) confirmation that the assignee is not ineligible, pursuant to

section 31-57b, to be assigned the lien because of occupational safety and health law violations; [(8)] (H) disclosure of [(A)] (i) all resolved and pending arbitrations and litigation matters in which the assignee or any of its principals have been involved within the last ten years, except foreclosure actions involving liens purchased from or assigned by governmental entities, [(B)] (ii) all criminal proceedings that the assignee or any of its principals has ever been the subject, [(C)] (iii) any interest in the subject property held by the assignee or any of its principals, officers or agents, and [(D)] (iv) each instance in which the assignee or any of its principals was found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public contract; and [(9)] (I) such additional terms to which the municipality and the assignee mutually agree, consistent with applicable law.

(2) No such assignment executed on or after July 1, 2024, shall be valid or enforceable unless memorialized in a contract executed by the municipality and the assignee that is in writing and includes a requirement that no attorney's fees shall be received, claimed or collected until the commencement of foreclosure or suit on the debt.

(d) The assignee, or any subsequent assignee, shall provide written notice of an assignment, not later than sixty days after the date of such assignment, to the owner and any holder of a mortgage, on the real property that is the subject of the assignment, provided such owner or holder is of record as of the date of such assignment. Such notice shall include information sufficient to identify (1) the property that is subject to the lien and in which the holder has an interest, (2) the name and addresses of the assignee, and (3) the amount of unpaid taxes, interest and fees being assigned relative to the subject property as of the date of the assignment.

(e) Not less than sixty days prior to commencing an action to foreclose a lien under this section, the assignee shall provide a written notice, by first-class mail, to the holders of all first or second security interests on

83 the property subject to the lien that were recorded before the date the
84 assessment the lien sought to be enforced became delinquent. Such
85 notice shall set forth: (1) The amount of unpaid debt owed to the
86 assignee as of the date of the notice; (2) the amount of any attorney's fees
87 and costs incurred by the assignee in the enforcement of the lien as of
88 the date of the notice; (3) a statement of the assignee's intention to
89 foreclose the lien if the amounts set forth pursuant to subdivisions (1)
90 and (2) of this subsection are not paid to the assignee on or before sixty
91 days after the date the notice is provided; (4) the assignee's contact
92 information, including, but not limited to, the assignee's name, mailing
93 address, telephone number and electronic mail address, if any; and (5)
94 instructions concerning the acceptable means of making a payment on
95 the amounts owed to the assignee as set forth pursuant to subdivisions
96 (1) and (2) of this subsection. Any notice required under this subsection
97 shall be effective upon the date such notice is provided.

98 (f) When providing the written notice required under subsection (e)
99 of this section, the assignee may rely on the last recorded security
100 interest of record in identifying the name and mailing address of the
101 holder of such interest, unless the holder of such interest is the plaintiff
102 in an action pending in Superior Court to enforce such interest, in which
103 case the assignee shall provide the written notice to the attorney
104 appearing on behalf of the plaintiff.

105 (g) Each aspect of a foreclosure, sale or other disposition under this
106 section, including, but not limited to, the costs, attorney fees, method,
107 advertising, time, date, place and terms, shall be commercially
108 reasonable, and for actions commenced on or after July 1, 2024, such
109 attorney's fees shall not exceed fifteen per cent of the amount of any
110 judgment that is entered.

111 Sec. 2. Section 7-254 of the general statutes is repealed and the
112 following is substituted in lieu thereof (*Effective October 1, 2023*):

113 (a) Any assessment of benefits or any installment thereof, not paid
114 within thirty days after the due date, shall be delinquent and shall be
115 subject to interest from such due date at the interest rate and in the

116 manner provided by the general statutes for delinquent property taxes.
117 Each addition of interest shall be collectible as a part of such assessment.

118 (b) Whenever any installment of an assessment becomes delinquent,
119 the interest on such delinquent installment shall be as provided in
120 subsection (a) of this section or five dollars, whichever is greater. Any
121 unpaid assessment and any interest due thereon shall constitute a lien
122 upon the real estate against which the assessment was levied from the
123 date of such levy. Each such lien may be continued, recorded and
124 released in the manner provided by the general statutes for continuing,
125 recording and releasing property tax liens. Each such lien shall take
126 precedence over all other liens and encumbrances except taxes and may
127 be enforced in the same manner as property tax liens. The tax collector
128 of the municipality may collect such assessments in accordance with any
129 mandatory provision of the general statutes for the collection of
130 property taxes and the municipality may recover any such assessment
131 in a civil action against any person liable therefor.

132 (c) Any municipality, by resolution of its legislative body, may assign,
133 for consideration, any and all liens filed by the tax collector to secure
134 unpaid sewer assessments as provided under the provisions of this
135 chapter. The consideration received by the municipality shall be
136 negotiated between the municipality and the assignee.

137 (d) The assignee or assignees of such liens shall have and possess the
138 same powers and rights at law or in equity as such municipality and
139 municipality's tax collector would have had if the lien had not been
140 assigned with regard to the precedence and priority of such lien, the
141 accrual of interest and the fees and expenses of collection, except that
142 any such assignee (1) shall not be insulated from liability by virtue of
143 the provisions of section 42-110c, and (2) shall be obligated to provide a
144 payoff statement, as defined in section 49-8a, in the same manner as a
145 mortgagee in accordance with the requirements of section 49-10a. The
146 assignee shall have the same rights to enforce such liens as any private
147 party holding a lien on real property, including, but not limited to,
148 foreclosure and a suit on the debt.

149 (e) (1) No such assignment executed on or after July 1, 2022, shall be
150 valid or enforceable unless memorialized in a contract executed by the
151 authority and the assignee that is in writing and provides: [(1)] (A) The
152 manner in which the assignee will provide to the owner of the real
153 property that is the subject of the assignment one or more addresses and
154 telephone numbers that may be used for correspondence with the
155 assignee about the debt and payment thereof; [(2)] (B) the earliest and
156 latest dates by which the assignee shall commence any foreclosure or
157 suit on the debt or the manner for determining such dates, except as may
158 be impacted by any payment arrangement, bankruptcy petition or other
159 circumstance, provided in no event shall the assignee commence a
160 foreclosure suit before one year has elapsed since the assignee's
161 purchase of the lien; [(3)] (C) the structure and rates of attorney's fees
162 that the assignee may claim against the owner or owners of such real
163 property in any foreclosure, suit on the debt or otherwise, and a
164 prohibition from using as foreclosure counsel any attorney or law office
165 that is owned by, employs or contracts with any person having an
166 interest in such assignee; [(4)] (D) confirmation that the owner of the real
167 property for which the lien has been filed shall be a third-party
168 beneficiary entitled to enforce the covenants and responsibilities of the
169 assignee as contained in the contract; [(5)] (E) a prohibition on the
170 assignee assigning the lien without the municipality's prior written
171 consent; [(6)] (F) the detail and frequency of reports provided to the
172 municipality's tax collector regarding the status of the assigned liens;
173 [(7)] (G) confirmation that the assignee is not ineligible, pursuant to
174 section 31-57b, to be assigned the lien because of occupational safety and
175 health law violations; [(8)] (H) disclosure of [(A)] (i) all resolved and
176 pending arbitrations and litigation matters in which the assignee or any
177 of its principals have been involved within the last ten years, except
178 foreclosure actions involving liens purchased from or assigned by
179 governmental entities, [(B)] (ii) all criminal proceedings that the
180 assignee or any of its principals has ever been the subject, [(C)] (iii) any
181 interest in the subject property held by the assignee or any of its
182 principals, officers or agents, and [(D)] (iv) each instance in which the
183 assignee or any of its principals was found to have violated any state or

184 local ethics law, regulation, ordinance, code, policy or standard, or to
185 have committed any other offense arising out of the submission of
186 proposals or bids or the performance of work on public contract; and
187 [(9)] (I) such additional terms to which the municipality and the assignee
188 mutually agree, consistent with applicable law.

189 (2) No such assignment executed on or after July 1, 2024, shall be valid
190 or enforceable unless memorialized in a contract executed by the
191 authority and the assignee that is in writing and includes a requirement
192 that no attorney's fees shall be received, claimed or collected until the
193 commencement of foreclosure or suit on the debt.

194 (f) The assignee, or any subsequent assignee, shall provide written
195 notice of an assignment, not later than sixty days after the date of such
196 assignment, to the owner and any holder of a mortgage on the real
197 property that is the subject of the assignment, provided such owner or
198 holder is of record as of the date of such assignment. Such notice shall
199 include information sufficient to identify (1) the property that is subject
200 to the lien and in which the holder has an interest, (2) the name and
201 addresses of the assignee, and (3) the amount of unpaid taxes, interest
202 and fees being assigned relative to the subject property as of the date of
203 the assignment.

204 (g) Not less than sixty days prior to commencing an action to
205 foreclose a lien under this section, the assignee shall provide a written
206 notice, by first-class mail, to the holders of all first or second security
207 interests on the property subject to the lien that were recorded before
208 the date the assessment of the lien sought to be enforced became
209 delinquent. Such notice shall set forth: (1) The amount of unpaid debt
210 owed to the assignee as of the date of the notice; (2) the amount of any
211 attorney's fees and costs incurred by the assignee in the enforcement of
212 the lien as of the date of the notice; (3) a statement of the assignee's
213 intention to foreclose the lien if the amounts set forth pursuant to
214 subdivisions (1) and (2) of this subsection are not paid to the assignee
215 on or before sixty days after the date on which the notice is provided;
216 (4) the assignee's contact information, including, but not limited to, the

217 assignee's name, mailing address, telephone number and electronic mail
218 address, if any; and (5) instructions concerning the acceptable means of
219 making a payment on the amounts owed to the assignee as set forth
220 pursuant to subdivisions (1) and (2) of this subsection. Any notice
221 required under this subsection shall be effective upon the date such
222 notice is provided.

223 (h) When providing the written notice required under subsection (g)
224 of this section, the assignee may rely on the last recorded security
225 interest of record in identifying the name and mailing address of the
226 holder of such interest, unless the holder of such interest is the plaintiff
227 in an action pending in Superior Court to enforce such interest, in which
228 case the assignee shall provide the written notice to the attorney
229 appearing on behalf of the plaintiff.

230 (i) Each aspect of a foreclosure, sale or other disposition under this
231 section, including, but not limited to, the costs, attorney fees, method,
232 advertising, time, date, place and terms, shall be commercially
233 reasonable, and for actions commenced on or after July 1, 2024, such
234 attorney's fees shall not exceed fifteen per cent of the amount of any
235 judgment that is entered.

236 Sec. 3. Section 7-258 of the general statutes is repealed and the
237 following is substituted in lieu thereof (*Effective October 1, 2023*):

238 (a) Any charge for connection with or for the use of a sewerage
239 system, not paid within thirty days of the due date, shall thereupon be
240 delinquent and shall bear interest from the due date at the rate and in
241 the manner provided by the general statutes for delinquent property
242 taxes. Each addition of interest shall be collectible as a part of such
243 connection or use charge. Any such unpaid connection or use charge
244 shall constitute a lien upon the real estate against which such charge was
245 levied from the date it became delinquent. Each such lien may be
246 continued, recorded and released in the manner provided by the general
247 statutes for continuing, recording and releasing property tax liens. Each
248 such lien shall take precedence over all other liens and encumbrances
249 except taxes and may be foreclosed in the same manner as a lien for

250 property taxes. The municipality may by ordinance designate the tax
251 collector or any other person as collector of sewerage system connection
252 and use charges and such collector of sewerage system connection and
253 use charges may collect such charges in accordance with the provisions
254 of the general statutes for the collection of property taxes. The
255 municipality may recover any such charges in a civil action against any
256 person liable therefor. For the purpose of establishing or revising such
257 connection or use charges and for the purpose of collecting such charges
258 any municipality may enter into agreements with any water company
259 or municipal water department furnishing water in such municipality
260 for the purchase from such water company or municipal water
261 department of information or services and such agreement may
262 designate such water company or municipal water department as a
263 billing or collecting agent of the collector of sewerage system connection
264 and use charges in the municipality. Any water company or municipal
265 water department may enter into and fulfill any such agreements and
266 may utilize for the collection of such charges any of the methods utilized
267 by it for the collection of its water charges.

268 (b) Any municipality, by resolution of its legislative body, may
269 assign, for consideration, any and all liens filed by the tax collector or
270 collector of sewerage system connection and use charges to secure
271 unpaid sewerage connection and use charges as provided under the
272 provisions of this chapter. The consideration received by the
273 municipality shall be negotiated between the municipality and the
274 assignee.

275 (c) The assignee or assignees of such liens shall have and possess the
276 same powers and rights at law or in equity as such municipality and
277 municipality's tax collector would have had if the lien had not been
278 assigned with regard to the precedence and priority of such lien, the
279 accrual of interest and the fees and expenses of collection, except that
280 any such assignee (1) shall not be insulated from liability for its conduct
281 by virtue of the provisions of section 42-110c, and (2) shall be obligated
282 to provide a payoff statement, as defined in section 49-8a, in the same
283 manner as a mortgagee in accordance with the requirements of section

284 49-10a. The assignee shall have the same rights to enforce such liens as
285 any private party holding a lien on real property, including, but not
286 limited to, foreclosure and a suit on the debt.

287 (d) (1) No such assignment executed on or after July 1, 2022, shall be
288 valid or enforceable unless memorialized in a contract executed by the
289 authority and the assignee that is in writing and provides: [(1)] (A) The
290 manner in which the assignee will provide to the owner of the real
291 property that is the subject of the assignment one or more addresses and
292 telephone numbers that may be used for correspondence with the
293 assignee about the debt and payment thereof; [(2)] (B) the earliest and
294 latest dates by which the assignee shall commence any foreclosure or
295 suit on the debt or the manner for determining such dates, except as may
296 be impacted by any payment arrangement, bankruptcy petition or other
297 circumstance, provided in no event shall the assignee commence a
298 foreclosure suit before one year has elapsed since the assignee's
299 purchase of the lien; [(3)] (C) the structure and rates of attorney's fees
300 that the assignee may claim against the owner or owners of such real
301 property in any foreclosure, suit on the debt or otherwise, and a
302 prohibition from using as foreclosure counsel any attorney or law office
303 that is owned by, employs or contracts with any person having an
304 interest in such assignee; [(4)] (D) confirmation that the owner of the real
305 property for which the lien has been filed shall be a third-party
306 beneficiary entitled to enforce the covenants and responsibilities of the
307 assignee as contained in the contract; [(5)] (E) a prohibition on the
308 assignee assigning the lien without the municipality's prior written
309 consent; [(6)] (F) the detail and frequency of reports provided to the
310 municipality's tax collector regarding the status of the assigned liens;
311 [(7)] (G) confirmation that the assignee is not ineligible, pursuant to
312 section 31-57b, to be assigned the lien because of occupational safety and
313 health law violations; [(8)] (H) disclosure of [(A)] (i) all resolved and
314 pending arbitrations and litigation matters in which the assignee or any
315 of its principals have been involved within the last ten years, except
316 foreclosure actions involving liens purchased from or assigned by
317 governmental entities, [(B)] (ii) all criminal proceedings that the
318 assignee or any of its principals has ever been the subject, [(C)] (iii) any

319 interest in the subject property held by the assignee or any of its
320 principals, officers or agents, and [(D)] (iv) each instance in which the
321 assignee or any of its principals was found to have violated any state or
322 local ethics law, regulation, ordinance, code, policy or standard, or to
323 have committed any other offense arising out of the submission of
324 proposals or bids or the performance of work on public contract; and
325 [(9)] (I) such additional terms to which the municipality and the assignee
326 mutually agree consistent with applicable law.

327 (2) No such assignment executed on or after July 1, 2024, shall be valid
328 or enforceable unless memorialized in a contract executed by the
329 authority and the assignee that is in writing and includes a requirement
330 that no attorney's fees shall be received, claimed or collected until the
331 commencement of foreclosure or suit on the debt.

332 (e) The assignee, or any subsequent assignee, shall provide written
333 notice of an assignment, not later than sixty days after the date of such
334 assignment, to the owner and any holder of a mortgage on the real
335 property that is the subject of the assignment, provided such owner or
336 holder is of record as of the date of such assignment. Such notice shall
337 include information sufficient to identify (1) the property that is subject
338 to the lien and in which the holder has an interest, (2) the name and
339 addresses of the assignee, and (3) the amount of unpaid taxes, interest
340 and fees being assigned relative to the subject property as of the date of
341 the assignment.

342 (f) Not less than sixty days prior to commencing an action to foreclose
343 a lien under this section, the assignee shall provide a written notice, by
344 first-class mail, to the holders of all first or second security interests on
345 the property subject to the lien that were recorded before the date the
346 assessment of the lien sought to be enforced became delinquent. Such
347 notice shall set forth: (1) The amount of unpaid debt owed to the
348 assignee as of the date of the notice; (2) the amount of any attorney's fees
349 and costs incurred by the assignee in the enforcement of the lien as of
350 the date of the notice; (3) a statement of the assignee's intention to
351 foreclose the lien if the amounts set forth pursuant to subdivisions (1)

352 and (2) of this subsection are not paid to the assignee on or before sixty
353 days after the date the notice is provided; (4) the assignee's contact
354 information, including, but not limited to, the assignee's name, mailing
355 address, telephone number and electronic mail address, if any; and (5)
356 instructions concerning the acceptable means of making a payment on
357 the amounts owed to the assignee as set forth pursuant to subdivisions
358 (1) and (2) of this subsection. Any notice required under this subsection
359 shall be effective upon the date such notice is provided.

360 (g) When providing the written notice required under subsection (f)
361 of this section, the assignee may rely on the last recorded security
362 interest of record in identifying the name and mailing address of the
363 holder of such interest, unless the holder of such interest is the plaintiff
364 in an action pending in Superior Court to enforce such interest, in which
365 case the assignee shall provide the written notice to the attorney
366 appearing on behalf of the plaintiff.

367 (h) Each aspect of a foreclosure, sale or other disposition under this
368 section, including, but not limited to, the costs, attorney fees, method,
369 advertising, time, date, place and terms, shall be commercially
370 reasonable, and for actions commenced on or after July 1, 2024, such
371 attorney's fees shall not exceed fifteen per cent of the amount of any
372 judgment that is entered.

373 Sec. 4. Section 7-239 of the general statutes is repealed and the
374 following is substituted in lieu thereof (*Effective October 1, 2023*):

375 (a) The legislative body shall establish just and equitable rates or
376 charges for the use of the waterworks system authorized in this
377 subsection, to be paid by the owner of each lot or building which is
378 connected with and uses such system, and may change such rates or
379 charges from time to time. Such rates or charges shall be sufficient in
380 each year for the payment of the expense of operation, repair,
381 replacements and maintenance of such system and for the payment of
382 the sums in this subsection required to be paid into the sinking fund. In
383 establishing such rates or charges, the legislative body shall consider
384 measures that promote water conservation and reduce the demand on

385 the state's water and energy resources. Such rates or charges may
386 include: (1) Demand projections that recognize the effects of
387 conservation, (2) implementation of metering and measures to provide
388 timely price signals to consumers, (3) multiyear rate plans, (4) measures
389 to reduce system water losses, and (5) alternative rate designs that
390 promote conservation. No such rate or charge shall be established until
391 after a public hearing at which all the users of the waterworks system
392 and the owners of property served or to be served and others interested
393 shall have an opportunity to be heard concerning such proposed rate or
394 charge. Notice of such hearing shall be given, at least ten days before the
395 date set therefor, in a newspaper having a circulation in such
396 municipality. Such notice shall set forth a schedule of rates or charges,
397 and a copy of the schedule of rates or charges established shall be kept
398 on file in the office of the legislative body and in the office of the clerk
399 of the municipality, and shall be open to inspection by the public. The
400 rates or charges so established for any class of users or property served
401 shall be extended to cover any additional premises thereafter served
402 which are within the same class, without the necessity of a hearing
403 thereon. Any change in such rates or charges may be made in the same
404 manner in which they were established, provided, if any change is made
405 substantially pro rata as to all classes of service, no hearing shall be
406 required. The provisions of this section shall not apply to the sale of
407 bottled water.

408 (b) If any rates or charges established pursuant to this section are not
409 paid within thirty days after the due date, demand for such rates or
410 charges may be made on the owner of the premises served in the manner
411 provided in subsection (a) of section 12-155, and thereafter an alias tax
412 warrant may be issued in the manner provided in sections 12-135 and
413 12-162. The rates or charges established pursuant to this section, if not
414 paid when due, shall constitute a lien upon the premises served and a
415 charge against the owner thereof, which lien and charge shall bear
416 interest at the same rate as would unpaid taxes. Such a lien not released
417 of record prior to October 1, 1993, shall not continue for more than two
418 years unless the superintendent of the waterworks system has filed a
419 certificate of continuation of the lien in the manner provided under

420 section 12-174 for the continuance of tax liens, and when so continued
421 shall be valid for fifteen years. A lien described in this section shall take
422 precedence over all other liens or encumbrances except taxes and may
423 be foreclosed against the lot or building served in the same manner as a
424 lien for taxes.

425 (c) Any municipality, by resolution of its legislative body, may assign,
426 for consideration, any and all liens filed by the superintendent of the
427 waterworks system or tax collector to secure unpaid water charges as
428 provided under the provisions of this chapter. The consideration
429 received by the municipality shall be negotiated between the
430 municipality and the assignee.

431 (d) The assignee or assignees of such liens shall have and possess the
432 same powers and rights at law or in equity as such municipality and
433 municipality's tax collector would have had if the lien had not been
434 assigned with regard to the precedence and priority of such lien, the
435 accrual of interest and the fees and expenses of collection, except that
436 any such assignee (1) shall not be insulated from liability for its conduct
437 by virtue of the provisions of section 42-110c, and (2) any such assignee
438 shall be obligated to provide a payoff statement, as defined in section
439 49-8a, in the same manner as a mortgagee in accordance with the
440 requirements of section 49-10a. The assignee shall have the same rights
441 to enforce such liens as any private party holding a lien on real property,
442 including, but not limited to, foreclosure and a suit on the debt.

443 (e) (1) No such assignment executed on or after July 1, 2022, shall be
444 valid or enforceable unless memorialized in a contract executed by the
445 authority and the assignee that is in writing and provides: [(1)] (A) The
446 manner in which the assignee will provide to the owner of the real
447 property that is the subject of the assignment one or more addresses and
448 telephone numbers that may be used for correspondence with the
449 assignee about the debt and payment thereof; [(2)] (B) the earliest and
450 latest dates by which the assignee shall commence any foreclosure or
451 suit on the debt or the manner for determining such dates, except as may
452 be impacted by any payment arrangement, bankruptcy petition or other

circumstance, provided in no event shall the assignee commence a foreclosure suit before one year has elapsed since the assignee's purchase of the lien; [(3)] (C) the structure and rates of attorney's fees that the assignee may claim against the owner or owners of such real property in any foreclosure, suit on the debt or otherwise, and a prohibition from using as foreclosure counsel any attorney or law office that is owned by, employs or contracts with any person having an interest in such assignee; [(4)] (D) confirmation that the owner of the real property for which the lien has been filed shall be a third-party beneficiary entitled to enforce the covenants and responsibilities of the assignee as contained in the contract; [(5)] (E) a prohibition on the assignee assigning the lien without the municipality's prior written consent; [(6)] (F) the detail and frequency of reports provided to the municipality's tax collector regarding the status of the assigned liens; [(7)] (G) confirmation that the assignee is not ineligible, pursuant to section 31-57b, to be assigned the lien because of occupational safety and health law violations; [(8)] (H) disclosure of [(A)] (i) all resolved and pending arbitrations and litigation matters in which the assignee or any of its principals have been involved within the last ten years, except foreclosure actions involving liens purchased from or assigned by governmental entities, [(B)] (ii) all criminal proceedings that the assignee or any of its principals has ever been the subject, [(C)] (iii) any interest in the subject property held by the assignee or any of its principals, officers or agents, and [(D)] (iv) each instance in which the assignee or any of its principals was found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public contract; and [(9)] (I) such additional terms to which the municipality and the assignee mutually agree consistent with applicable law.

(2) No such assignment executed on or after July 1, 2024, shall be valid or enforceable unless memorialized in a contract executed by the authority and the assignee that is in writing and includes a requirement that no attorney's fees shall be received, claimed or collected until the commencement of foreclosure or suit on the debt.

488 (f) The assignee, or any subsequent assignee, shall provide written
489 notice of an assignment, not later than sixty days after the date of such
490 assignment, to the owner and any holder of a mortgage on the real
491 property that is the subject of the assignment, provided such owner or
492 holder is of record as of the date of such assignment. Such notice shall
493 include information sufficient to identify (1) the property that is subject
494 to the lien and in which the holder has an interest, (2) the name and
495 addresses of the assignee, and (3) the amount of unpaid taxes, interest
496 and fees being assigned relative to the subject property as of the date of
497 the assignment.

498 (g) Not less than sixty days prior to commencing an action to
499 foreclose a lien under this section, the assignee shall provide a written
500 notice, by first-class mail, to the holders of all first or second security
501 interests on the property subject to the lien that were recorded before
502 the date the assessment of the lien sought to be enforced became
503 delinquent. Such notice shall set forth: (1) The amount of unpaid debt
504 owed to the assignee as of the date of the notice; (2) the amount of any
505 attorney's fees and costs incurred by the assignee in the enforcement of
506 the lien as of the date of the notice; (3) a statement of the assignee's
507 intention to foreclose the lien if the amounts set forth pursuant to
508 subdivisions (1) and (2) of this subsection are not paid to the assignee
509 on or before sixty days after the date the notice is provided; (4) the
510 assignee's contact information, including, but not limited to, the
511 assignee's name, mailing address, telephone number and electronic mail
512 address, if any; and (5) instructions concerning the acceptable means of
513 making a payment on the amounts owed to the assignee as set forth
514 pursuant to subdivisions (1) and (2) of this subsection. Any notice
515 required under this subsection shall be effective upon the date such
516 notice is provided.

517 (h) When providing the written notice required under subsection (g)
518 of this section, the assignee may rely on the last recorded security
519 interest of record in identifying the name and mailing address of the
520 holder of such interest, unless the holder of such interest is the plaintiff
521 in an action pending in Superior Court to enforce such interest, in which

522 case the assignee shall provide the written notice to the attorney
523 appearing on behalf of the plaintiff.

524 (i) Each aspect of a foreclosure, sale or other disposition under this
525 section, including, but not limited to, the costs, attorney fees, method,
526 advertising, time, date, place and terms, shall be commercially
527 reasonable, and for actions commenced on or after July 1, 2024, such
528 attorney's fees shall not exceed fifteen per cent of the amount of any
529 judgment that is entered. Costs and reasonable attorneys' fees incurred
530 by the assignee as a result of any foreclosure action or other legal
531 proceeding brought pursuant to this section and directly related to the
532 proceeding shall be taxed in any such proceeding against each person
533 having title to any property subject to the proceedings. Such costs [and
534 fees] may be collected by the assignee at any time after demand for
535 payment has been made by the assignee.

536 (j) The amount of any such rate or charge which remains due and
537 unpaid for thirty days may, with reasonable attorneys' fees, be
538 recovered by the legislative body in a civil action in the name of the
539 municipality against such owners. For actions commenced on or after
540 July 1, 2024, such attorney's fees shall not exceed fifteen per cent of the
541 amount of any judgment that is entered. The municipality shall be
542 subject to the same rates or charges under the same conditions as other
543 users of such waterworks system.

544 Sec. 5. Section 49-92p of the general statutes is repealed and the
545 following is substituted in lieu thereof (*Effective October 1, 2023*):

546 (a) Any regional water authority established under an act of the
547 General Assembly, may assign, for consideration, any and all liens filed
548 by such regional water authority to secure unpaid water assessments or
549 connection or use charges of the authority. The consideration received
550 by the authority shall be negotiated between the authority and the
551 assignee.

552 (b) The assignee or assignees of such liens shall have and possess the
553 same powers and rights at law or in equity as such authority would have

554 had if the lien had not been assigned with regard to the precedence and
555 priority of such lien, the accrual of interest and the fees and expenses of
556 collection, except that such assignee (1) shall not be insulated from
557 liability for its conduct by virtue of the provisions of section 42-110c, and
558 (2) shall be obligated to provide a payoff statement, as defined in section
559 49-8a, in the same manner as a mortgagee in accordance with the
560 requirements of section 49-10a. The assignee shall have the same rights
561 to enforce such liens as any private party holding a lien on real property,
562 including, but not limited to, foreclosure and a suit on the debt.

563 (c) (1) No such assignment executed on or after July 1, 2022, shall be
564 valid or enforceable unless memorialized in a contract executed by the
565 authority and the assignee that is in writing and provides: [(1)] (A) The
566 manner in which the assignee will provide to the owner of the real
567 property that is the subject of the assignment one or more addresses and
568 telephone numbers that may be used for correspondence with the
569 assignee about the debt and payment thereof; [(2)] (B) the earliest and
570 latest dates by which the assignee shall commence any foreclosure or
571 suit on the debt or the manner for determining such dates, except as may
572 be impacted by any payment arrangement, bankruptcy petition or other
573 circumstance, provided in no event shall the assignee commence a
574 foreclosure suit before one year has elapsed since the assignee's
575 purchase of the lien; [(3)] (C) the structure and rates of attorney's fees
576 that the assignee may claim against the owner or owners of such real
577 property in any foreclosure, suit on the debt or otherwise, and a
578 prohibition from using as foreclosure counsel any attorney or law office
579 that is owned by, employs or contracts [having] with any person [with]
580 having an interest in such assignee; [(4)] (D) confirmation that the owner
581 of the real property for which the lien has been filed shall be a third-
582 party beneficiary entitled to enforce the covenants and responsibilities
583 of the assignee as contained in the contract; [(5)] (E) a prohibition on the
584 assignee assigning the lien without the municipality's prior written
585 consent; [(6)] (F) the detail and frequency of reports provided to the
586 municipality's tax collector regarding the status of the assigned liens;
587 [(7)] (G) confirmation that the assignee is not ineligible, pursuant to
588 section 31-57b, to be assigned the lien because of occupational safety and

589 health law violations; [(8)] (H) disclosure of [(A)] (i) all resolved and
590 pending arbitrations and litigation matters in which the assignee or any
591 of its principals have been involved within the last ten years, except
592 foreclosure actions involving liens purchased from or assigned by
593 governmental entities, [(B)] (ii) all criminal proceedings that the
594 assignee or any of its principals has ever been the subject, [(C)] (iii) any
595 interest in the subject property held by the assignee or any of its
596 principals, officers or agents, and [(D)] (iv) each instance in which the
597 assignee or any of its principals was found to have violated any state or
598 local ethics law, regulation, ordinance, code, policy or standard, or to
599 have committed any other offense arising out of the submission of
600 proposals or bids or the performance of work on public contract; and
601 [(9)] (I) such additional terms to which the municipality and the assignee
602 mutually agree consistent with applicable law.

603 (2) No such assignment executed on or after July 1, 2024, shall be valid
604 or enforceable unless memorialized in a contract executed by the
605 authority and the assignee that is in writing and includes a requirement
606 that no attorney's fees shall be received, claimed or collected until the
607 commencement of foreclosure or suit on the debt.

608 (d) The assignee, or any subsequent assignee, shall provide written
609 notice of an assignment, not later than sixty days after the date of such
610 assignment, to the owner and any holder of a mortgage on the real
611 property that is the subject of the assignment, provided such owner or
612 holder is of record as of the date of such assignment. Such notice shall
613 include information sufficient to identify (1) the property that is subject
614 to the lien and in which the holder has an interest, (2) the name and
615 addresses of the assignee, and (3) the amount of unpaid taxes, interest
616 and fees being assigned relative to the subject property as of the date of
617 the assignment.

618 (e) Not less than sixty days prior to commencing an action to foreclose
619 a lien under this section, the assignee shall provide a written notice, by
620 first-class mail to the holders of all first or second security interests on
621 the property subject to the lien that were recorded before the date the

622 assessment of the lien sought to be enforced became delinquent. Such
623 notice shall set forth: (1) The amount of unpaid debt owed to the
624 assignee as of the date of the notice; (2) the amount of any attorney's fees
625 and costs incurred by the assignee in the enforcement of the lien as of
626 the date of the notice; (3) a statement of the assignee's intention to
627 foreclose the lien if the amounts set forth pursuant to subdivisions (1)
628 and (2) of this subsection are not paid to the assignee on or before sixty
629 days after the date the notice is provided; (4) the assignee's contact
630 information, including, but not limited to, the assignee's name, mailing
631 address, telephone number and electronic mail address, if any; and (5)
632 instructions concerning the acceptable means of making a payment on
633 the amounts owed to the assignee as set forth pursuant to subdivisions
634 (1) and (2) of this subsection. Any notice required under this subsection
635 shall be effective upon the date such notice is provided.

636 (f) When providing the written notice required under subsection (e)
637 of this section, the assignee may rely on the last recorded security
638 interest of record in identifying the name and mailing address of the
639 holder of such interest, unless the holder of such interest is the plaintiff
640 in an action pending in Superior Court to enforce such interest, in which
641 case the assignee shall provide the written notice to the attorney
642 appearing on behalf of the plaintiff.

643 (g) Each aspect of a foreclosure, sale or other disposition under this
644 section, including, but not limited to, the costs, attorney fees, method,
645 advertising, time, date, place and terms, shall be commercially
646 reasonable, and for actions commenced on or after July 1, 2024, such
647 attorney's fees shall not exceed fifteen per cent of the amount of any
648 judgment that is entered. Costs and reasonable attorneys' fees incurred
649 by the assignee as a result of any foreclosure action or other legal
650 proceeding brought pursuant to this section and directly related to the
651 proceeding shall be taxed in any such proceeding against each person
652 having title to any property subject to the proceedings. Such costs [and
653 fees] may be collected by the assignee at any time after demand for
654 payment has been made by the assignee.

655 Sec. 6. Section 49-92o of the general statutes is repealed and the
656 following is substituted in lieu thereof (*Effective October 1, 2023*):

657 (a) Any regional sewer authority established under an act of the
658 General Assembly, may assign, for consideration, any and all liens filed
659 by such regional sewer authority to secure unpaid sewer assessments or
660 connection or use charges of the authority. The consideration received
661 by the authority shall be negotiated between the authority and the
662 assignee.

663 (b) The assignee or assignees of such liens shall have and possess the
664 same powers and rights at law or in equity as such authority would have
665 had if the lien had not been assigned with regard to the precedence and
666 priority of such lien, the accrual of interest and the fees and expenses of
667 collection, except that any such assignee (1) shall not be insulated from
668 liability by section 42-110c, and (2) shall be obligated to provide a payoff
669 statement, as defined in section 49-8a, in the same manner as a
670 mortgagee in accordance with the requirements of section 49-10a. The
671 assignee shall have the same rights to enforce such liens as any private
672 party holding a lien on real property, including, but not limited to,
673 foreclosure and a suit on the debt.

674 (c) (1) No such assignment executed on or after July 1, 2022, shall be
675 valid or enforceable unless memorialized in a contract executed by the
676 authority and the assignee that is in writing and provides: [(1)] (A) The
677 manner in which the assignee will provide to the owner of the real
678 property that is the subject of the assignment one or more addresses and
679 telephone numbers that may be used for correspondence with the
680 assignee about the debt and payment thereof; [(2)] (B) the earliest and
681 latest dates by which the assignee shall commence any foreclosure or
682 suit on the debt or the manner for determining such dates, except as may
683 be impacted by any payment arrangement, bankruptcy petition or other
684 circumstance, provided in no event shall the assignee commence a
685 foreclosure suit before one year has elapsed since the assignee's
686 purchase of the lien; [(3)] (C) the structure and rates of attorney's fees
687 that the assignee may claim against the owner or owners of such real

688 property in any foreclosure, suit on the debt or otherwise, and a
689 prohibition from using as foreclosure counsel any attorney or law office
690 that is owned by, employs or contracts with any person having an
691 interest in such assignee; [(4)] (D) confirmation that the owner of the real
692 property for which the lien has been filed shall be a third-party
693 beneficiary entitled to enforce the covenants and responsibilities of the
694 assignee as contained in the contract; [(5)] (E) a prohibition on the
695 assignee assigning the lien without the municipality's prior written
696 consent; [(6)] (F) the detail and frequency of reports provided to the
697 municipality's tax collector regarding the status of the assigned liens;
698 [(7)] (G) confirmation that the assignee is not ineligible, pursuant to
699 section 31-57b, to be assigned the lien because of occupational safety and
700 health law violations; [(8)] (H) disclosure of [(A)] (i) all resolved and
701 pending arbitrations and litigation matters in which the assignee or any
702 of its principals have been involved within the last ten years, except
703 foreclosure actions involving liens purchased from or assigned by
704 governmental entities, [(B)] (ii) all criminal proceedings that the
705 assignee or any of its principals has ever been the subject, [(C)] (iii) any
706 interest in the subject property held by the assignee or any of its
707 principals, officers or agents, and [(D)] (iv) each instance in which the
708 assignee or any of its principals was found to have violated any state or
709 local ethics law, regulation, ordinance, code, policy or standard, or to
710 have committed any other offense arising out of the submission of
711 proposals or bids or the performance of work on public contract; and
712 [(9)] (I) such additional terms to which the municipality and the assignee
713 mutually agree consistent with applicable law.

714 (2) No such assignment executed on or after July 1, 2024, shall be valid
715 or enforceable unless memorialized in a contract executed by the
716 authority and the assignee that is in writing and includes a requirement
717 that no attorney's fees shall be received, claimed or collected until the
718 commencement of foreclosure or suit on the debt.

719 (d) The assignee, or any subsequent assignee, shall provide written
720 notice of an assignment, not later than sixty days after the date of such
721 assignment, to the owner and any holder of a mortgage on the real

722 property that is the subject of the assignment, provided such owner or
723 holder is of record as of the date of such assignment. Such notice shall
724 include information sufficient to identify (1) the property that is subject
725 to the lien and in which the holder has an interest, (2) the name and
726 addresses of the assignee, and (3) the amount of unpaid taxes, interest
727 and fees being assigned relative to the subject property as of the date of
728 the assignment.

729 (e) Not less than sixty days prior to commencing an action to foreclose
730 a lien assigned under this section, the assignee shall provide a written
731 notice, by first-class mail to the holders of all first or second security
732 interests on the property subject to the lien that were recorded before
733 the date the assessment of such lien became delinquent. Such notice
734 shall set forth: (1) The amount of unpaid debt owed to the assignee as of
735 the date of the notice; (2) the amount of any attorney's fees and costs
736 incurred by the assignee in the enforcement of the lien as of the date of
737 the notice; (3) a statement of the assignee's intention to foreclose the lien
738 if the amounts set forth pursuant to subdivisions (1) and (2) of this
739 subsection are not paid to the assignee on or before sixty days after the
740 date the notice is provided; (4) the assignee's contact information,
741 including, but not limited to, the assignee's name, mailing address,
742 telephone number and electronic mail address, if any; and (5)
743 instructions concerning the acceptable means of making a payment on
744 the amounts owed to the assignee as set forth pursuant to subdivisions
745 (1) and (2) of this subsection. Any notice required under this subsection
746 shall be effective upon the date such notice is provided.

747 (f) When providing the written notice required under subsection (e)
748 of this section, the assignee may rely on the last recorded security
749 interest of record in identifying the name and mailing address of the
750 holder of such interest, unless the holder of such interest is the plaintiff
751 in an action pending in Superior Court to enforce such interest, in which
752 case the assignee shall provide the written notice to the attorney
753 appearing on behalf of the plaintiff.

754 (g) Each aspect of a foreclosure, sale or other disposition under this

755 section, including, but not limited to, the costs, attorney fees, method,
756 advertising, time, date, place and terms, shall be commercially
757 reasonable, and for actions commenced on or after July 1, 2024, such
758 attorney's fees shall not exceed fifteen per cent of the amount of any
759 judgment that is entered. Costs and reasonable attorneys' fees incurred
760 by the assignee as a result of any foreclosure action or other legal
761 proceeding brought pursuant to this section and directly related to the
762 proceeding shall be taxed in any such proceeding against each person
763 having title to any property subject to the proceedings. Such costs [and
764 fees] may be collected by the assignee at any time after demand for
765 payment has been made by the assignee.

This act shall take effect as follows and shall amend the following sections:

Section 1	<i>October 1, 2023</i>	12-195h
Sec. 2	<i>October 1, 2023</i>	7-254
Sec. 3	<i>October 1, 2023</i>	7-258
Sec. 4	<i>October 1, 2023</i>	7-239
Sec. 5	<i>October 1, 2023</i>	49-92p
Sec. 6	<i>October 1, 2023</i>	49-92o

BA *Joint Favorable*

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

OFA Fiscal Note

State Impact: None

Municipal Impact: None

Explanation

The bill 1) reduces the interest rate on municipal tax liens that are sold to a third party from 18% to 12% in FY 25, 2) limits the validity and enforceability of the lien assignments, and 3) caps attorney's fees in connection with each aspect of a foreclosure, sale, or other disposition of these liens. This potentially reduces the number of third parties willing to purchase municipal tax liens. To the extent that this occurs, it restricts a municipality's option to sell tax liens to recoup outstanding debt beginning in FY 25.

The Out Years

State Impact: None

Municipal Impact: None

OLR Bill Analysis**HB 6751*****AN ACT CONCERNING THE ASSIGNMENT OF TAX LIENS.*****SUMMARY**

Starting July 1, 2024, this bill reduces, from 18% to 12%, the annual interest rate on unpaid municipal property taxes when a municipal tax collector files a lien on the property and assigns the lien (i.e., sells it to an outside party). Under existing law, unchanged by the bill, unpaid municipal property taxes generally accrue interest at a rate of 18% per year (CGS § 12-146).

By law, an assignee of a tax collector lien (i.e., person who bought the lien) has the same powers and rights as the municipality and its tax collector if the lien had not been assigned. Under current law, this includes charging the 18% annual interest rate. However, for assignments executed on or after July 1, 2024, and beginning on the date a lien is assigned, the bill reduces this amount to 12% on the delinquent portion of the principal of the assigned taxes.

Additionally, the bill limits the validity and enforceability of such assignments unless they are in a written contract executed by the municipality and the assignee that includes a requirement that no attorney's fees will be received, claimed, or collected until the start of a foreclosure action or suit on the debt. For actions beginning on or after July 1, 2024, the bill also caps the attorney's fees in connection with each aspect of a foreclosure, sale, or other disposition of these assigned liens at 15% of the amount of any judgment entered.

The bill extends the above validity and enforceability provision and attorney's fees cap provision to assigned liens for unpaid (1) municipal sewer assessments, (2) municipal sewerage connection and use charges,

(3) municipal water charges, (4) regional water authority water assessments or connection or use charges, and (5) regional sewer authority sewer assessments or connection or use charges. These extensions apply to assignments executed on or after July 1, 2024, and for actions beginning on or after that date.

EFFECTIVE DATE: October 1, 2023

BACKGROUND

Related Bills

SB 916, favorably reported by the Planning and Development Committee, makes liens on owner-occupied property for (1) municipal or regional sewer or water pollution control authority delinquent sewer benefit assessments or (2) sewer use and connection charges not assignable or subject to certain enforcement actions until the principal exceeds \$4,000.

SB 1142, favorably reported by the Planning and Development Committee, lowers the interest rate on delinquent municipal property taxes (and several other taxes and assessments) from 18% to 12% per year.

COMMITTEE ACTION

Banking Committee

Joint Favorable

Yea 12 Nay 0 (03/07/2023)



Senate

General Assembly

File No. 218

January Session, 2023

Senate Bill No. 916

Senate, March 27, 2023

The Committee on Planning and Development reported through SEN. RAHMAN of the 4th Dist., Chairperson of the Committee on the part of the Senate, that the bill ought to pass.

AN ACT CONCERNING FORECLOSURE, ASSIGNMENT AND OTHER ENFORCEMENT ACTIONS FOR UNPAID SEWER ASSESSMENTS AND OTHER FEES AND CHARGES.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Subsections (a) to (c), inclusive, of section 7-254 of the
2 general statutes are repealed and the following is substituted in lieu
3 thereof (*Effective October 1, 2023, and applicable to actions filed on or after*
4 *October 1, 2023*):

5 (a) Any assessment of benefits or any installment thereof, not paid
6 within thirty days after the due date, shall be delinquent and shall be
7 subject to interest from such due date at the interest rate and in the
8 manner provided by the general statutes for delinquent property taxes.
9 Each addition of interest shall be collectible as a part of such assessment.

10 (b) (1) Whenever any installment of an assessment becomes
11 delinquent, the interest on such delinquent installment shall be as
12 provided in subsection (a) of this section or five dollars, whichever is

greater. Any unpaid assessment and any interest due thereon shall constitute a lien upon the real estate against which the assessment was levied from the date of such levy. Each such lien may be continued, recorded and released in the manner provided by the general statutes for continuing, recording and releasing property tax liens. Each such lien shall take precedence over all other liens and encumbrances except taxes and may be enforced, in accordance with subdivision (2) of this subsection, in the same manner as property tax liens. The tax collector of the municipality may collect such assessments in accordance with any mandatory provision of the general statutes for the collection of property taxes and the municipality may recover any such assessment in a civil action against any person liable therefor.

(2) In the case of one or more liens for any unpaid assessment and any interest due thereon, as described in subdivision (1) of this subsection, upon any owner-occupied real estate, no such lien or liens may be enforced unless the principal for all such liens upon such owner-occupied real estate exceeds four thousand dollars.

(c) [Any] (1) Except as provided in subdivision (2) of this subsection, any municipality, by resolution of its legislative body, may assign, for consideration, any and all liens filed by the tax collector to secure unpaid sewer assessments as provided under the provisions of this chapter. The consideration received by the municipality shall be negotiated between the municipality and the assignee.

(2) In the case of one or more liens filed by the tax collector to secure unpaid assessments, as described in subdivision (1) of this subsection, upon any owner-occupied real estate, no such lien or liens may be assigned unless the principal for all such liens upon such owner-occupied real estate exceeds four thousand dollars.

Sec. 2. Subsections (a) and (b) of section 7-258 of the general statutes are repealed and the following is substituted in lieu thereof (*Effective October 1, 2023, and applicable to actions filed on or after October 1, 2023*):

(a) (1) Any charge for connection with or for the use of a sewerage

45 system, not paid within thirty days of the due date, shall thereupon be
46 delinquent and shall bear interest from the due date at the rate and in
47 the manner provided by the general statutes for delinquent property
48 taxes. Each addition of interest shall be collectible as a part of such
49 connection or use charge. Any such unpaid connection or use charge
50 shall constitute a lien upon the real estate against which such charge was
51 levied from the date it became delinquent. Each such lien may be
52 continued, recorded and released in the manner provided by the general
53 statutes for continuing, recording and releasing property tax liens. Each
54 such lien shall take precedence over all other liens and encumbrances
55 except taxes and may be foreclosed in the same manner as a lien for
56 property taxes in accordance with subdivision (2) of this subsection. The
57 municipality may by ordinance designate the tax collector or any other
58 person as collector of sewerage system connection and use charges and
59 such collector of sewerage system connection and use charges may
60 collect such charges in accordance with the provisions of the general
61 statutes for the collection of property taxes. The municipality may
62 recover any such charges in a civil action against any person liable
63 therefor. For the purpose of establishing or revising such connection or
64 use charges and for the purpose of collecting such charges any
65 municipality may enter into agreements with any water company or
66 municipal water department furnishing water in such municipality for
67 the purchase from such water company or municipal water department
68 of information or services and such agreement may designate such
69 water company or municipal water department as a billing or collecting
70 agent of the collector of sewerage system connection and use charges in
71 the municipality. Any water company or municipal water department
72 may enter into and fulfill any such agreements and may utilize for the
73 collection of such charges any of the methods utilized by it for the
74 collection of its water charges.

75 (2) In the case of one or more liens for any unpaid connection or use
76 charge, as described in subdivision (1) of this subsection, upon any
77 owner-occupied real estate, no such lien or liens may be foreclosed
78 unless the principal for all such liens upon such owner-occupied real
79 estate exceeds four thousand dollars.

(b) [Any] (1) Except as provided in subdivision (2) of this subsection,
any municipality, by resolution of its legislative body, may assign, for
consideration, any and all liens filed by the tax collector or collector of
sewerage system connection and use charges to secure unpaid sewerage
connection and use charges as provided under the provisions of this
chapter. The consideration received by the municipality shall be
negotiated between the municipality and the assignee.

(2) In the case of one or more liens filed by the tax collector or collector
of sewerage system connection and use charges to secure unpaid
sewerage connection and use charges, as described in subdivision (1) of
this subsection, upon any owner-occupied real estate, no such lien or
liens may be assigned unless the principal for all such liens upon such
owner-occupied real estate exceeds four thousand dollars.

Sec. 3. Section 22a-506 of the general statutes is repealed and the
following is substituted in lieu thereof (*Effective October 1, 2023, and
applicable to actions filed on or after October 1, 2023*):

(a) An authority may (1) levy and collect benefit assessments upon
the lands and buildings within its jurisdiction that, in its judgment, are
especially benefited by a wastewater system; (2) establish, revise and
collect rates, fees, charges, penalties and assessments for the use and
benefits of a wastewater system; and (3) order the owner of any building
which is accessible to a wastewater system to connect to such system, all
in the manner provided in sections 7-249 to 7-257, inclusive, and sections
22a-416 to 22a-599, inclusive.

(b) (1) Any assessment of benefits, including any installment thereof,
and any charge, fee, fine or other amount that is not paid within thirty
days after the due date shall be delinquent, shall be subject to interest
and shall constitute a lien upon the premises served and a charge upon
the owner thereof all in the manner provided both by the provisions of
the general statutes for delinquent property taxes and by section 7-258,
as amended by this act. The rules and regulations of the authority may
provide for the discontinuance of water pollution control service for
nonpayment of taxes, special assessments, fees, rates, penalties or other

113 charges therefor imposed under sections 22a-500 to 22a-519, inclusive.
114 Such lien shall take precedence over all other liens or encumbrances
115 except taxes and may be foreclosed against the lot or building served, in
116 accordance with subdivision (2) of this subsection, in the same manner
117 as a lien for taxes, provided all such liens shall continue until such time
118 as they shall be discharged or foreclosed by the authority without the
119 necessity of filing certificates of continuation, but in no event for longer
120 than ten years. The authority may institute a civil action against such
121 owner to recover the amount of any such fee or charge which remains
122 due and unpaid for thirty days along with interest thereon at the same
123 rate as unpaid taxes and with reasonable attorneys' fees, provided no
124 such civil action to recover such amount may be instituted against the
125 owner of an owner-occupied premises unless the principal for such
126 amount exceeds four thousand dollars.

127 (2) In the case of one or more liens for any assessment of benefits and
128 any charge, fee, fine or other amount that is not paid within thirty days
129 after the due date, as described in subdivision (1) of this subsection,
130 upon any owner-occupied premises served, no such lien or liens may be
131 foreclosed unless the principal for all such liens upon such owner-
132 occupied premises served exceeds four thousand dollars.

133 Sec. 4. Subsection (a) of section 49-92o of the general statutes is
134 repealed and the following is substituted in lieu thereof (*Effective October*
135 *1, 2023, and applicable to actions filed on or after October 1, 2023*):

136 (a) [Any] (1) Except as provided in subdivision (2) of this subsection,
137 any regional sewer authority established under an act of the General
138 Assembly, may assign, for consideration, any and all liens filed by such
139 regional sewer authority to secure unpaid sewer assessments or
140 connection or use charges of the authority. The consideration received
141 by the authority shall be negotiated between the authority and the
142 assignee.

143 (2) In the case of one or more liens filed by a regional sewer authority
144 to secure unpaid sewer assessment or connection or use charges of the
145 authority, as described in subdivision (1) of this subsection, upon any

146 owner-occupied real estate, no such lien or liens may be assigned unless
147 the principal for all such liens upon such owner-occupied real estate
148 exceeds four thousand dollars.

This act shall take effect as follows and shall amend the following sections:

Section 1	<i>October 1, 2023, and applicable to actions filed on or after October 1, 2023</i>	7-254(a) to (c)
Sec. 2	<i>October 1, 2023, and applicable to actions filed on or after October 1, 2023</i>	7-258(a) and (b)
Sec. 3	<i>October 1, 2023, and applicable to actions filed on or after October 1, 2023</i>	22a-506
Sec. 4	<i>October 1, 2023, and applicable to actions filed on or after October 1, 2023</i>	49-92o(a)

PD Joint Favorable

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

OFA Fiscal Note

State Impact: None

Municipal Impact: None

Explanation

The bill prevents municipal water pollution control authorities (WPCAs) from assigning or enforcing a lien on owner-occupied property until the outstanding principal reaches \$4,000.

By restricting the use of liens, the bill potentially reduces the amount of outstanding debt a municipal WPCA may collect. It is anticipated that any revenue loss a WPCA realizes as a result of the bill would be offset by increased sewer use fees and assessments on all users.

The Out Years

State Impact: None

Municipal Impact: None

OLR Bill Analysis**SB 916*****AN ACT CONCERNING FORECLOSURE, ASSIGNMENT AND OTHER ENFORCEMENT ACTIONS FOR UNPAID SEWER ASSESSMENTS AND OTHER FEES AND CHARGES.*****SUMMARY**

This bill imposes restrictions on assigning or enforcing liens for delinquent sewer benefit assessments (assessments) or sewer use and connection charges (charges).

Under the bill, liens on owner-occupied property for municipal or regional sewer or water pollution control authority (WPCA) assessments or charges are not assignable or subject to certain enforcement actions until the principal exceeds \$4,000. Unlike liens imposed by regional entities, for municipal WPCA liens, this threshold is calculated separately for (1) use and connection charges and (2) benefit assessments.

Current law provides no minimum amount below which a WPCA lien cannot be assigned. (But unchanged by the bill, existing law generally prohibits assignees from reassigning liens without a municipality's consent.)

Current law also authorizes several lien enforcement options that do not require waiting until the delinquency exceeds a specific monetary threshold. However, unchanged by the bill, existing law prohibits assignees from bringing a foreclosure suit within one year after acquiring the lien. By law, WPCA liens (like property tax liens) become unenforceable if they are not enforced within 15 years of becoming due (CGS § 12-175).

EFFECTIVE DATE: October 1, 2023, and applicable to actions filed on

or after that date.

ENFORCING WPCA LIENS

In addition to limiting lien assignments, the bill limits the enforcement actions available to collect on WPCA liens on owner-occupied properties in the following ways:

1. municipal WPCA assessments cannot be enforced (e.g., through foreclosure or non-judicial tax sale) until the combined principal exceeds \$4,000 (§ 1);
2. municipal WPCA charges cannot be foreclosed until the combined principal exceeds \$4,000 (§ 2); and
3. regional WPCA assessments and charges cannot be foreclosed or subject to a civil recovery action until the combined principal exceeds \$4,000 (§ 3).

BACKGROUND

Related Bill

SB 1142, favorably reported by the Planning and Development Committee, reduces the interest rate on delinquent property taxes (and certain other assessments) from 18% to 12% per year.

HB 6751, favorably reported by the Banking Committee, (1) reduces, from 18% to 12%, the annual interest rate on delinquent property taxes (and certain other assessments) from when the lien is assigned to a third party and (2) provides that attorney's fees may not be received, claimed, or collected until a foreclosure action or a suit on certain debts owed to municipalities and regional authorities starts, and caps them at 15% of the judgement amount.

COMMITTEE ACTION

Planning and Development Committee

Joint Favorable

Yea 13 Nay 8 (03/08/2023)

Agenda Item# 15 (a)

ITEM: Consideration and action on a resolution regarding the use of federal fiscal year 2022 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 4

Mary T. Calorio, Town Manager

May 9, 2023

May T. Ca

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 as the State has requested an updated resolution. We need to have a new resolution for the signage of the Grant application that needs to be submitted by June 30, 2023.

N/A

Approval of the Resolution

N/A

Action on the Resolution

HSGP MOA 2022

AUTHORIZING RESOLUTION OF THE

Town Council of the Town of Killingly

CERTIFICATION:

I, Elizabeth Wilson, the Town Clerk of the Town of Killingly, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town of Killingly at its duly called and held meeting on May 9, 2023, 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:

RESOLVED, that 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 Town of Killingly, is authorized and directed to execute and deliver any and all documents on behalf of the Killingly Town Council 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

Jason Anderson

Chairman

The undersigned further certifies that Mary T. Calorio now holds the office of Town Manager and that he/she has held that office since March 11, 2019.

IN WITNESS WHEREOF: The undersigned has executed this certificate this day of May 2023.

Elizabeth Wilson, Town Clerk

PLACE
SEAL HERE
(or "L.S." if
no seal)



**FFY 2022 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, obtain the correct signatures as outlined by the completion checklist on the following page. Digital and /or scanned signatures can be used, no hardcopy/original signatures are required.

Town Information: 	
Person Completing Document:	Mary T. Calorio
Municipality Name:	TOWN OF KILLINGLY
Town CEO Name:	Mary T. Calorio
Town CEO Title (ie. Mayor):	Town Manager

***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:	Mary T. Calorio Town Manager
Address:	172 Main Street, Killingly, CT 06239
Email:	mcalorio@killinglyct.gov
Phone:	860-779-5335
Fax:	860-779-5382



**FFY 2022 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:** TOWN OF KILLINGLY

Received by: Mary T. Calorio

For the MOA:

- ☐ A municipal point of contact has been identified (p. 1 and 10).
- ☐ 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 a resolution. If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2022 Homeland Security Grant Program. No other resolutions shall 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 2022 HSGP funds by the REPT.

(Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2022 Homeland Security Grant Program)

Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to: Mark Paquette , Southeastern CT COG, Region 4 Fiduciary at: mpaquette@seccog.org

2.**Instructions for the Southeastern CT COG as
Regional Fiduciary**

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.
- ☐ All of the items listed on this checklist have been completed and are correct.

Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2022 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2022 Homeland Security Grant Program)

DUE DATE:

**Send to Regional Fiduciary on or before
September 30, 2023**

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2022 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 TOWN OF KILLINGLY, the Southeastern CT COG (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 2022 State Homeland Security Grant Program (SHSGP), Award No. EMW-2022-SS-00057. 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 2022 SHSGP in the total amount of \$2,188,219.24 on behalf of local units of government, for the following eleven regional set-aside projects designed to benefit the state's municipalities:
 1. Regional Collaboration, 2. Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS*; 3. Addressing Emergent Threats; 4. Capitol Region Metropolitan Medical Response System (MMRS); 5. Medical Preparation and Response; 6. Citizen Corps. Program; 7. Enhancing Cybersecurity*; 8. Enhancing the Protection of Soft Targets/Crowded Places* (allocation included in REPT subgrants); 9. Combating Domestic Violent Extremism*; 10. Enhancing election security* (allocation included in REPT subgrants); and 11. Enhancing Community Preparedness and Resilience* (*denotes National Priority Project).
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including TOWN OF KILLINGLY – 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. TOWN OF KILLINGLY is eligible to participate in those Federal Fiscal Year 2022 SHSGP regional allocations made through the Region 4 REPT in the amount of \$393,456.15 (\$354,371.15 for regional projects, \$29,085 for soft target projects and \$10,000 for election security projects) 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 DESPP/DEMHS.

B. Purpose of Agreement

1. DESPP/DEMHS and TOWN OF KILLINGLY enter into Part I of this MOA authorizing DESPP/DEMHS to act as the agent of TOWN OF KILLINGLY and allowing DESPP/DEMHS to retain and administer grant funds provided under 2022 SHSGP for the eleven regional set-aside projects listed above, and also for The Southeastern CT COG to provide the financial and programmatic oversight described below.

C. SAA and TOWN OF KILLINGLY Responsibilities.

1. DESPP/DEMHS agrees to administer the SHSGP grant funds of \$2,188,219.24 in furtherance of the eleven regional set-aside projects listed above.
TOWN OF KILLINGLY agrees to allow DESPP/DEMHS to provide financial and programmatic oversight of the \$2,188,219.24 for the purpose of supporting the allocations and uses of funds under the

2022 SHSGP consistent with the 2022 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. TOWN OF KILLINGLY agrees to allow DESPP/DEMHS to hold, manage, and disburse the grant funds that have been reserved for the eleven regional set-aside projects listed above.

D. Southeastern CT COG and TOWN OF KILLINGLY Responsibilities.

TOWN OF KILLINGLY also agrees to allow the Southeastern CT COG to provide financial and programmatic oversight of the Federal Fiscal Year 2022 regional allocation in the amount of \$393,456.15 (\$354,371.15 for regional projects, \$29,085 for soft target projects and \$10,000 for election security projects) 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 TOWN OF KILLINGLY, the Southeastern CT COG (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. TOWN OF KILLINGLY has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF KILLINGLY, 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 TOWN OF KILLINGLY may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2022 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, all equipment and resources sharing and coordination. All equipment and resources purchased with SHSGP money in this region is eligible for use by any municipality in the region, regardless of who is the custodial owner. An inventory of all equipment purchased with this money shall be maintained and available to DEMHS and all Region 1 municipalities if requested.
6. The Southeastern CT COG (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2022;

B. Purpose.

DESPP/DEMHS, the Region 4 REPT, Southeastern CT COG (Fiduciary), and TOWN OF KILLINGLY, enter into Part II of this MOA regarding asset(s) for which TOWN OF KILLINGLY agrees to be the custodial owner, and which are described in the approved 2022 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 COG (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Southeastern CT COG 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 TOWN OF KILLINGLY may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF KILLINGLY 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 TOWN OF KILLINGLY.

4. Responsibilities of Custodial Owner

TOWN OF KILLINGLY 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, TOWN OF KILLINGLY 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 TOWN OF KILLINGLY'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 TOWN OF KILLINGLY shall conform to the manufacturer's recommendations. If appropriate, TOWN OF KILLINGLY shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF KILLINGLY 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), TOWN OF KILLINGLY is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4

6. Assignment of Asset(s).

If TOWN OF KILLINGLY _____ 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.

7. Effective Date.

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

8. 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 TOWN OF KILLINGLY 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.

9. 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 DESPP/DEMHS, giving

TOWN OF KILLINGLY _____ 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.

10. Amendment of the Agreement.

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

11. Additional Required Terms and Conditions

Parties agree to incorporate the additional terms in Appendix B and Appendix C into this agreement. Parties agree to be bound by the terms in Appendix B and Appendix C.

Points of Contact**1. The Point of Contact for DESPP/DEMHS****Name & Title:** Deputy Commissioner Brenda M. Bergeron**Address:** 1111 Country Club Road, Middletown, CT 06457**Emails:** brenda.bergeron@ct.gov and
DEMHS.HSGP@ct.gov**Phone:** 860-685-8531**Fax:** 860-685-8551**2. The Point of Contact for**

(Please fill in the following fields)

TOWN OF KILLINGLY**Name & Title:** Mary T. Calorio

Town Manager

Address: 172 Main Street, Killingly, CT 06239**Email Address:**mcalorio@killinglyct.gov**Phone:** 860-779-5335**Fax:** 860-779-5382**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the dates written below:**THE** TOWN OF KILLINGLY

By: _____

Date: _____

Its Chief Executive Officer
Duly Authorized

Typed Name & Title: Mary T. Calorio _____

Town Manager _____

THE Southeastern CT COG, as fiduciary agent By:

Date: _____

Its Chief Executive Officer
Duly Authorized
Typed Name _____**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____

Date: _____

Brenda M. Bergeron

Duly Authorized

MEMORANDUM OF AGREEMENT
REGARDING USE OF
FEDERAL FISCAL YEAR 2022 STATE HOMELAND SECURITY
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL
ASSETS IN DEMHS REGION 4

AMENDMENT TO APPENDIX A

FOR THE TOWN OF KILLINGLY

Equipment Description

Light Tower Model MLT4150
One (1) Electronic Message Board Model MB8249
Two (2) Traffic Control trailers
One (1) 40 foot Conex box for Equipment Storage

THE TOWN OF KILLINGLY

By: _____
Its Chief Executive Officer Duly Authorized

Date: _____

Typed Name & Title: Mary T. Calorio

Town Manager

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

By: _____
Brenda M. Bergeron
Deputy Commissioner
Duly Authorized

Date: _____



**STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY
APPENDIX B**



State of Connecticut General Terms and Conditions

SECTION 1: Audits

- 1.1 For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

SECTION 2: Access to Contract and State Data.

- 2.1 The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

SECTION 3: Forum and Choice of Law.

- 3.1 The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 4: Termination.

- 4.1 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- 4.2 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- 4.3 The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 4.4 Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- 4.5 The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- 4.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- 4.7 Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- 4.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

SECTION 5: Tangible Personal Property.

- 5.1 The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - 5.1.1 For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 5.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 5.1.3 The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 5.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - 5.1.5 Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- 5.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- 5.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

SECTION 6: Indemnification.

- 6.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including

but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- 6.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- 6.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- 6.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 6.5 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- 6.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

SECTION 7: Sovereign Immunity.

- 7.1 The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

SECTION 8: Summary of State Ethics Laws.

- 8.1 Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary

and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

SECTION 9: Audit and Inspection of Plants, Places of Business and Records.

- 9.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- 9.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- 9.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- 9.4 The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
- 9.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- 9.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- 9.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

SECTION 10: Campaign Contribution Restriction.

- 10.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 11: Protection of Confidential Information.

- 11.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- 11.2 Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- 11.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- 11.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- 11.2.3 A process for reviewing policies and security measures at least annually
- 11.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and
- 11.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 11.3 The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential

Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- 11.4 The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- 11.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
- 11.6 The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

"Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

"Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

SECTION 12: Executive Orders and Other Enactments.

- 12.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

- 12.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- 12.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 13: Nondiscrimination.

- 13.1 For purposes of this Section, the following terms are defined as follows:
- 13.1.1 "Commission" means the Commission on Human Rights and Opportunities;
- 13.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
- 13.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 13.1.4 "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- 13.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 13.1.6 "good faith efforts" shall 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;
- 13.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 13.1.8 "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 13.1.9 "minority business enterprise" means any small contractor or supplier of

materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a 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 Connecticut General Statutes § 32-9n; and

13.1.10 "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.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

13.2 (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor 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; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor 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 Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- 13.3 Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor'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.
- 13.4 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 13.5 The Contractor shall include the provisions of subsection (b) of this Section 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 subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor 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 noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor 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.
- 13.6 The Contractor 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.
- 13.7 (1)The Contractor agrees and warrants that in the performance of the Contract such Contractor 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor 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 Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- 13.8 The Contractor shall include the provisions of the foregoing paragraph 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 subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor 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 noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor 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.
- 13.9 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

SECTION 14: Iran Investment Energy Certification.

- 14.1 Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- 14.2 If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

SECTION 15: Consulting Agreement Representation.

- 15.1 Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral

agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title	Name of Firm (if applicable)
Start Date	End Date
Cost	
The basic terms of the consulting agreement are: _____	

Description of Services Provided: _____	

Is the consultant a former State employee or former public official? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If YES: _____	
Name of Former State Agency	Termination Date of Employment

SECTION 16: Large State Contract Representation for Contractor.

- 16.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
- 16.2 That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- 16.3 That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key

- personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- 16.4 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

SECTION 17: Large State Contract Representation for Official or Employee of State Agency.

- 17.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

SECTION 18: Call Center and Customer Service Work.

- 18.1 Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

Appendix C

FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

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Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

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therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

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XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

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that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

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XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.