Regular Meeting KILLINGLY BOARD OF EDUCATION Wednesday, November 16, 2022 7:00 PM Killingly Town Hall, 172 Main St. 2nd Floor, Community Mtg. Room,

- 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- 3. REPORT BY STUDENT BOARD MEMBERS
- 4. RECOGNITION OF VISITORS- November 2022 Employee of the Month
- 5. **PUBLIC COMMENT-** Members of the public are encouraged to share their thoughts with the Board of Education and are invited to do so during this segment of the meeting. 30 minutes will be allotted for public comment per meeting, limited to no more than 3 minutes, maximum per person. People wishing to speak must sign-up prior to the start of the meeting. When appropriate to do so, members of the Board and the administration may respond to comments. However, in consideration of those in attendance and in an effort to proceed in a timely manner, follow-up discussion may need to take place outside of the meeting setting.
- 6. TOWN COUNCIL LIAISON REPORT
- 7. BOARD CHAIR AND COMMITTEE UPDATES
 - A. State Board of Education Action on the 10-4b Complaint
 - B. Curriculum Committee
 - C. Facilities Committee
 - D. Fiscal Committee
 - E. Personnel Committee
 - F. Policy Committee
- 8. REVIEW AND DISCUSSION REGARDING THE MONTH OF OCTOBER 2022 FINANCIAL REPORT
- 9. REVIEW AND POSSIBLE ACTION REGARDING OCTOBER 2022 CHECK AUTHORIZATION
- 10. SUPERINTENDENT'S UPDATE
 - A. Discussion and Possible Action on the Agreement with the Town of Killingly for Armed Security Officers
 - B. Discussion and Possible Action on the Perkins Grant.
- 11. DISCUSSION AND POSSIBLE ACTION ON BOARD OF EDUCATION MEETINGS FOR CALENDAR YEAR 2023
- 12. DISCUSSION AND POSSIBLE ACTION ON THE PROPOSED 2023-2024 DISTRICT CALENDAR

continued

Regular Meeting KILLINGLY BOARD OF EDUCATION Wednesday, November 16, 2022

13. CONSENT AGENDA

- A. October 26, 2022 Board Meeting Minutes
- B. November 1, 2022 Student Enrollment
- C. KHS Video Production Class Field Trip Request to Exeter, RI
- D. KHS French Club Field Trip Request to New York City
- E. KHS Broadcast Journalism Class Trip Request to Long Beach CA for Student Television Network Convention
- 14. DISCUSSION AND POSSIBLE ACTION ON SOLAR PROJECTS CONTRACT AMENDMENTS (Discussion to include Greenskies Representatives)
- 15. ADJOURNMENT

It is with great pleasure that Killingly Public Schools recognize

November 2022 Employee of the Month Nancy DuBois

It is my privilege to recommend Mrs. Nancy DuBois, for employee of the month in the Killingly Public School system. Nancy started at Killingly Memorial School as a parent educator in January 2000 and later became the secretary in November 2001. She currently serves as an administrative assistant at KMS. This year, Nancy has taken on the challenge of not only being administrative assistant, but the role of the only secretary in the main KMS building. Nancy possesses characteristics essential to building relationships with students, faculty and families that foster positive connections in our community. While working with her, I have been continually impressed with her commitment to keep our school running smoothly. Nancy is always available when needed. She truly enjoys assisting others. I have no doubt in her ability in all that she does. Her decisions are always in the best interest of the students, faculty, and families in Killingly.

Nancy embodies what it means to be a true team player and role model at KMS. The KMS teachers and staff truly appreciate Nancy's high level of professionalism when communicating with students, parents, and teachers. Nancy is always willing to go above and beyond her regular duties to assist with any situation that may arise. Even under some of the most stressful situations, Nancy always remains calm and patient. She maintains a positive attitude no matter how challenging situations may become. Her compassion and the ability to understand the needs of others, truly makes her a remarkable administrative assistant.

Nancy's professionalism and dedication to the students, staff, families, and me make her a perfect candidate for the KPS Employee of the Month.

Respectfully submitted by:

Tina Chahanovich, KMS Principal

On behalf of the Board of Education, we commend you for your dedication to Killingly Public Schools.

Norm	Terron	
Board of Ed	lucation Chairnerson	

Robert Ingeli
Superintendent of Schools

7. A. (1)



STATE OF CONNECTICUT STATE BOARD OF EDUCATION



November 7, 2022

VIA FIRST-CLASS MAIL

Norm Ferron, Chairman Killingly Board of Education 79 Westfield Avenue Post Office Box 210 Killingly, Connecticut 06239-0210

Re: Section 10-4b Complaint

Dear Mr. Ferron:

I am writing to inform you that at its meeting of November 2, 2022, the Connecticut State Board of Education ["SBE"] unanimously determined that there is reasonable cause to believe that the Killingly Board of Education ["Killingly Board"] has failed or is unable to make reasonable provisions to implement the educational interests of the state of Connecticut as is required pursuant to Sections 10-4a and 10-4b of the Connecticut General Statutes. As a consequence of that determination, the SBE ordered an inquiry before a duly designated hearing panel serving on behalf of the SBE pursuant to Sections 10-4b-8 and 10-4b-9 of the Regulations of Connecticut State Agencies. A final, signed copy of the SBE's November 2, 2022, resolution is enclosed.

The scheduling, form, and scope of the inquiry, or hearing, ordered by the SBE will be communicated to the Killingly Board -- as well as to the Connecticut State Department of Education ["CSDE"] - either directly or through their respective legal counsel by the State of Connecticut Office of the Attorney General, a member of which Office will serve as the legal and procedural advisor for the SBE in this matter. As was noted during the November 2, 2022, meeting, should the Killingly Board be so inclined, the CSDE remains willing to discuss a possible resolution of this matter that would eliminate the need for a hearing. We believe that such an approach would expeditiously address the needs of Killingly's students. In the alternative, the CSDE shall be prepared to move forward with the inquiry ordered by the SBE.

Thank you for your attention to this matter, and should the Killingly Board have any questions regarding, or would otherwise wish to discuss the possible resolution of this matter, please feel free to have the Killingly Board's attorney contact Attorney Michael McKeon at mike.mckeon@ct.gov.

Sincerely,

Charlene M. Russell-Tucker Commissioner of Education

Enclosure

cc: Robert J. Angeli, Superintendent, Killingly Public Schools

Darren Cunningham, Assistant Attorney General

VII.B.

Connecticut State Board of Education Hartford

To Be Proposed: November 2, 2022

Resolved: That in accordance with Section 10-4b of the Connecticut General Statutes, as well as Section 10-4b-8 of the Regulations of Connecticut State Agencies, the State Board of Education ["SBE"] hereby finds that there is reasonable cause to believe that the Killingly Board of Education ["Killingly Board"] has failed or is unable to make reasonable provisions to implement the educational interests of the state of Connecticut, and in accordance with such finding, and pursuant to Sections 10-4b-8 and 10-4b-9 of the Regulations of Connecticut State Agencies, the SBE orders an inquiry before a duly designated hearing panel serving on behalf of the SBE, the scheduling and form of which hearing, shall be communicated in conjunction with this resolution to the Killingly Board by the Commissioner of Education.

Approved by a vote of 8:0, this second day of November, Two Thousand Twenty-Two.

Signed:

Charlene M. Russell-Tucker, Secretary

State Board of Education

NORMAND FERRON CHAIR KILLINGLY BOARD OF EDUCATION Post Office Box 210 Killingly, Connecticut 06239

November 8, 2022

Charlene M. Russell-Tucker Commissioner of Education P.O. Box 2219 Hartford, CT 06145

Dear Commissioner:

Thank your for providing me, on behalf of the Killingly Board of Education, with your November 7, 2022 letter formally notifying us of the State Board of Education's November 2, 2022 decision finding it had "reasonable cause to believe that the Killingly Board of Education ["Killingly Board"] has failed or is unable to make reasonable provisions to implement the educational interests of the state of Connecticut as is required pursuant to Sections 10-4a and 10-4b of the General Statutes"; and that, as a consequence, the "SBE ordered an inquiry before a duly designated hearing panel serving on behalf of the SBE pursuant to Sections 10-4b-8 and 10-4b-9 of the Regulations of Connecticut State Agencies".

As you are aware, the Killingly Board expressly disagrees with that determination, as the allegations contained in the report issued by attorney McKeon, which formed the basis of the SBE's decision, were wholly unsubstantiated and patently untrue. Because of that, the Killingly Board stands ready to prove the untruthfulness of those wild accusations at any inquiry to be held by the SBE.

Nonetheless, the Killingly Board recognizes the additional statement in your letter that the "CSDE remains willing to discuss a possible resolution of this matter that would eliminate the need for a hearing"; and that "We believe that such an approach would expeditiously address the needs of Killingly." Toward that end, the Killingly Board certainly will be considering your letter at its next available opportunity, but, before doing so, the Board, of course, would need substantially more information about what the SBE is specifically suggesting as a "possible resolution of this matter". I'm sure you can understand that, for any consideration to take place, the SBE needs to provide the Killingly Board with the concrete specifics that the State Board has in mind in presenting in any discussion of a possible resolution. We look forward to you providing those specifics to us for consideration.

In the meantime, it bears repeating that the Killingly Board remains steadfast in its assertion that the report, which, shamefully, was presented to the SBE before the SBE made its determination to hold the inquiry, contains multiple shockingly spurious allegations and provably untrue facts, which the Killingly Board stands ready to fully refute.

As we continue to prepare for the inquiry, however, we look forward to having the SBE's suggestions for a possible resolution to consider.

Yours truly.

Norman Ferron, Chair Killingly Board of Education

cc: Attorney Michael McKeon, State Board of Education Darren Cunningham, Assistant Attorney Genera MEMO: Robert Angeli, Superintendent of Schools

FROM: Christine Clark, Manager of Business Affairs

RE: Monthly Financial Report (October 2022)

DATE: November 10, 2022

Attached please find the financial report for the month of October, the fourth month of fiscal year 2022-2023, which reflects expenditures and encumbrances of \$14,705,484 or 32.66% of the \$45,029,799 budget.

1. **BUDGET STATUS:** This month's report reflects largely the same conditions as last month. However, there have been some financial projections made possible with additional expenditure information available for salaries. The challenges associated with employee turnover and the staffing of positions have made projections of the related salary and benefit costs particularly difficult to calculate. Vacancies and temporary staffing situations have been valued with placeholders of estimated costs and durations. Staffing costs will remain a primary focus of the budget review over the course of the year. Review of the month's financial reports indicates no specific budget accounts of particular concern. Overall, most accounts are at expected levels of expenditures and encumbrances. Projected costs for special education outplacements as of 10/31/22 are within the budget appropriations. At this time, it is not expected that additional transportation costs for the currently recorded outplacements will exceed the budget. Details of the projected costs are provided in the **OTHER** section below.

SALARIES:

The expenditures include nine payroll periods (out of 27) or 33.33% for our full year (twelve month) employees. Central Administration (5111), School Administration (5112), and Finance/HR/Computer (5114) are at the expected expenditure levels. Salary projections as of 10/31/22 are more fluid than at the same point in prior years due to position vacancies and turnover we continue to experience beyond the usual start of the school year.

Analysis of the Teachers' Salaries (5113) accounts as of 10/31/22 shows a preliminary budget surplus of approximately \$290K. Several placeholders have been included for positions not yet filled or filled with uncertified staff. This figure will change over time as vacancies are filled and certifications are received.

Secretarial/Clerical (5121), Operations & Maintenance (5124), and Computer Maintenance (5131) salaries have yet to be projected since the collective bargaining agreement between Killingly Board of Education and AFSCME Local 1303-149 of Council #4 expired June 30, 2022 and is currently in negotiation. Current expenditures

are based on 2021-2022 rates and conditions. Financial impact for 2022-2023 will be determined when retroactive payments are made.

Paraprofessionals (5122)- Projection of paraprofessional salaries reflects an anticipated budget surplus of approximately \$28K as of 10/31/22, primarily due to staff turnover and position vacancies. As of the end of October, approximately twenty budgeted special education paraprofessional positions were open.

Transportation (5125)- A projection of transportation salaries based on the activity and rate of spending as of 10/31/22 indicates a certain line-item deficit. The wage for bus drivers of \$25.00/hour pursuant to the recently settled collective bargaining agreement exceeds the wages budgeted of \$19.00-\$22.00/hour for 2022-2023 by approximately 25%. Bus drivers have received the wage rate of the new agreement since July 1, 2022, so no retroactive wages are due. However, wage adjustments and retroactive pay for van drivers and mechanics still need to be made per the agreement. The magnitude of the deficit is difficult to predict at this point in the year. A calculation of the average daily spend for the thirty-six school days paid as of 10/31/22 projected over the remainder of the year indicates a line-item deficit between \$200,000-\$350,000 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)- Although only 16.73% of the line-item has been expended as of 10/31/22, the current rate of spending with the existing vacancies and absences indicates a potential deficit by year-end. At this early juncture, a purely mathematical projection of Substitutes based on current year spending of \$93,636 for student days through 10/28/22 indicates that the line-item could be over budget by approximately \$75K by 6/30/23. Monitoring 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 will continue. Longer-term substitute stints for teacher vacancies usually mean higher rates of pay and overall spending.

BENEFITS:

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

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 10/31/22, Stirling Benefits was undergoing a conversion with the debit cards issued to participants. Issues with the conversion resulted in no reported expenditures to date. 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.

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

Unemployment Compensation (5250)- As of 10/31/22 no invoices for unemployment compensation have been received or paid. 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 has not yet been received, nor has the first quarterly bill for 2022-2023. Experian, our employer services provider, is investigating the issue.

Workers' Compensation (5260)- The full year premium has been encumbered for 2022-2023, leaving an available balance of \$1,832. This balance is not expected to materially change.

OTHER:

Pupil Transportation (5510)- The need for outside transportation providers remains the same for this month as last. While expenditures of only \$1,475 were made as of the 10/31/22 report, outside transportation providers are being used to meet several special education runs and encumbrances of \$17,490 have been recorded. 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. Recruitment efforts and hourly pay increases have been successful in attracting and retaining new drivers. This has been critical to maintaining operations as several of our existing staff members have been unable to work for various reasons. Due to the nationwide bus driver shortage, it is anticipated that recruitment and retention will remain an issue for the foreseeable future. The financial impact is difficult to project, with both staffing and transportation needs evolving throughout the year. This is an area requiring continued monitoring.

Tuition (5560)- Tuition costs of \$171,623 for magnet schools were encumbered or expended as of 10/31/22, with additional special education tuition charges of approximately \$50,000 expected from the various schools. A new regular education tuition account has been added for Agricultural Education with a charge of \$325 for an online certificate course for students. Magnet school enrollment is down from budgeted, with a projected line-item surplus of \$100,000.

Local and Agency Placement Tuition (5561) and (5562)- Local and agency outplacements per the October 31 report reflect balances of \$122,733 and \$186,121 respectively. Approximately \$4,265,558 of expenditures and encumbrances for local and agency placement tuition has been recorded for known placements. The addition of pending outplacements not yet recorded increases the expected expenditures to \$4,357,507, within

the budgeted appropriations of \$4,574,412. Transportation costs related to these placements have been encumbered where contracted, and are expected to change, pending review of transportation arrangements. Excess cost reimbursements for these placements have been calculated with a reimbursement rate of 70%, but not applied, since the budget appropriations are sufficient to cover the projected expenditures. The excess cost grant payment was modified during last year's legislative session, to include three tiers of reimbursement percentages based on a town's wealth ranking. The reimbursements range from 70% to 76.25% of costs in excess of 4.5 times the net current expenditures per pupil (NCEP). We received notice from the State Department of Education there may be an issue with the new language which may be addressed with a proposed legislative fix. Further information will be provided in the coming months. 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 October 31, 2022, total outplacement costs are projected to be within budget; therefore, none of the estimated excess cost reimbursement would be applied to the expenditures. Since the budget appropriation is sufficient for the costs related to the high-cost special education students, the Town would retain the excess cost reimbursement received from the State.

As of October 31, 2022	
Budgeted Local Placement Costs	\$4,384,412
Total Projected Local Placement Costs	\$4,353,628
Excess Cost Reimbursement-Local Placements	\$0
Net Local Placements	\$30,784
Budgeted Agency Placement Costs	\$190,000
Total Projected Agency Placement Costs	\$3,879
Excess Cost Reimbursement- Agency Placements	\$0
Net Agency Placements	\$186,121
Net Outplacements	\$216,905

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 10/31/22. Propane purchases at KHS of \$4,598 as of 10/31/22 have expended the entire line-item budget. Additional heating oil and propane purchases will be needed for some portion of the year at either or both schools. The Utilities (5410) and Heat Energy (5620) line-items will be monitored as information becomes available to quantify the budgetary impact.

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:** No transfers in excess of \$10,000 requiring Board of Education approval were made during the month. The following transfers were made in October.

From:	100-110-10-10100-5530 KHS Communications	\$ 500.00
To:	100-110-10-10100-5731 KHS Instructional Equipment	\$ 500.00

To transfer KHS Technology Education department funds for purchase of Cricut machine

From:	100-120-20-10000-5612 KIS Instructional Supplies	\$ 199.35
To:	100-120-20-10060-5612 KIS Instructional Supplies	\$ 199.35

To transfer KIS Instructional Supplies funding for purchases specific to World Languages instructional materials

From:	100-110-10-10040-5691 KHS Office Supplies	\$ 400.00
To:	100-110-10-10040-5731 KHS Instructional Equipment	\$ 400.00

To transfer KHS Career Education department funds for purchase of a new filing cabinet

From: 100-120-20-10120-5430 KIS Repairs/Maintenance Services \$ 118.00 To: 100-120-20-10120-5612 KIS Instructional Supplies \$ 118.00

To transfer KIS Music department funds for purchase of chair glides to extend the longevity of the chairs

From: 100-150-00-10000-5432 IT Technology-Related Repairs/Maint Svcs \$ 870.00 To: 100-160-00-26600-5691 CO Office Supplies \$ 870.00

To transfer IT department funds to Central Administration for purchases of additional proxy badges due to new staff

From: 100-110-10-10000-5530 KHS Communications \$ 1,350.00 To: 100-110-10-10100-5530 KHS Communications \$ 1,350.00

To transfer KHS Communications funding to Technical Education department for renewal of Chief Architect license

From: 100-115-15-10160-5580 Ag-Ed Travel \$ 2,260.00 To: 100-115-15-10160-5731 Ag-Ed Instructional Equipment \$ 2,260.00

To transfer Ag-Ed funds for purchase of sink for plant science lab

3. <u>2021-2022 STATUS</u>: As of 10/31/22 there are 39 outstanding purchase orders totaling \$123,262 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. **SUBSTANTIAL DONATIONS:** In accordance with BOE policy, the following substantial donations were reported to the Business Office during October 2022:

EXXON/Mobil	\$ 500.	Donation	KHS Math & Science
Deb Burlingame	\$ 3,000.	Golf Sponsor	KHS Athletic Revenue
Rief Family	\$ 1,600.	Golf Sponsor	KHS Athletic Revenue
CNG Holdings- Jim West	\$ 2,000.	Golf Sponsor	KHS Athletic Revenue
Brooklyn General Repair	\$ 1,300.	Golf Sponsor	KHS Athletic Revenue
Cary Marcoux	\$ 3,000.	Golf Sponsor	KHS Athletic Revenue
Northeast Flooring & Kitch	ens \$ 700.	Sign Sponsor	KHS Athletic Revenue
Drock Trucking	\$ 1,000.	KTV Sponsor	KHS Video Tech
Autumnfest Parade Commit	tee \$ 1,200.	Donation	KHS Band
Railside Tavern	\$ 1,000.	Corporate Spor	nsor KHS Video Tech
Spirol International	\$15,000.	Donation- Trav	vel KHS Robotics

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

Statement Code: Sys Object

	Adopted Budget	Transfers	Revised Budget	Encumbrances	Requisitions	Expenditures	Amount Perc	Amount Percent Expended
Account Number / Description	7/1/2022 - 6/30/2023	- 2202/1/7 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 -		7/1/2022 - 10/31/2022	7/1/2022 - 10/31/2022	
5111 Central Administration	\$354,520.03	\$0.00	\$354,520.03	\$0.00	\$0.00	\$115,683.53	\$238,836.50	32.63 %
5112 School Administration	\$1,954,894.83	\$0.00	\$1,954,894.83	\$0.00	\$0.00	\$644,998.29	\$1,309,896.54	32.99 %
5113 Teachers' Salaries	\$15,818,354.24	\$(86,043.00)	\$15,732,311.24	\$0.00	\$0.00	\$2,473,892.85	\$13,258,418.39	15.72 %
5114 Finance/HR/Computer	\$401,136.58	\$0.00	\$401,136.58	\$0.00	\$0.00	\$133,054.98	\$268,081.60	33.17 %
5115 Tutoring	\$101,560.00	\$0.00	\$101,560.00	\$0.00	\$0.00	\$2,806.00	\$98,754.00	2.76 %
5119 Co-Curricular Stipends	\$383,653.30	\$0.00	\$383,653.30	\$0.00	\$0.00	\$57,310.32	\$326,342.98	14.94 %
5120 Non-Certified Salaries	\$360,323.46	\$0.00	\$360,323.46	\$0.00	\$0.00	\$49,122.35	\$311,201.11	13.63 %
5121 Secretarial/Clerical	\$1,355,521.87	\$0.00	\$1,355,521.87	\$0.00	\$0.00	\$444,283.17	\$911,238.70	32.78 %
5122 Para-Professionals	\$2,381,396.37	\$0.00	\$2,381,396.37	\$0.00	\$0.00	\$378,029.80	\$2,003,366.57	15.87 %
5123 Medical/Health	\$586,576.65	\$0.00	\$586,576.65	\$0.00	\$0.00	\$94,992.08	\$491,584.57	16.19 %
5124 Operations & Maintenance	\$1,860,085.90	\$0.00	\$1,860,085.90	80.00	\$0.00	\$568,585.23	\$1,291,500.67	30.57 %
5125 Transportation	\$1,088,865.58	\$0.00	\$1,088,865.58	\$0.00	\$0.00	\$255,258.63	\$833,606.95	23.44 %
5126 Substitutes	\$400,000.00	\$0.00	\$400,000.00	\$0.00	80.00	\$66,912.50	\$333,087.50	16.73 %
5127 Student Services	\$22,000.00	\$0.00	\$22,000.00	\$0.00	\$0.00	\$13,305.00	\$8,695.00	60.48 %
5128 Temporary	\$158,550.00	\$0.00	\$158,550.00	\$0.00	\$0.00	\$18,387.00	\$140,163.00	11.60 %
5130 Overtime	\$198,900.00	\$0.00	\$198,900.00	\$0.00	\$0.00	\$66,474.41	\$132,425.59	33.42 %
5131 Computer Maintenance	\$215,255.00	\$0.00	\$215,255.00	\$0.00	\$0.00	\$50,059.10	\$165,195.90	23.26 %

	Adopted Budget	Transfers	Revised Budget	Encumbrances	Requisitions	Expenditures	Amount Per Remaining	Amount Percent Expended
Account Number / Description	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 10/31/2022		7/1/2022 - 10/31/2022	7/1/2022 - 10/31/2022	
5200 Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	7,411
5210 Health/Dental Insurance	\$4,897,413.22	\$(16,841.43)	\$4,880,571.79	\$0.00	\$0.00	\$1,415,908.57	\$3,464,663.22	29.01 %
5212 HSA Contributions	\$509,916.67	\$(1,125.00)	\$508,791.67	\$0.00	\$0.00	\$215,131.22	\$293,660.45	42.28 %
5213 Life Insurance	\$28,606.56	\$(48.12)	\$28,558.44	80.00	\$0.00	\$8,897.73	\$19,660.71	31.16 %
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	\$3,438.88	\$0.00	\$1,719.44	\$0.00	100.00 %
5218 HRA Funding	\$10,625.00	\$0.00	\$10,625.00	\$0.00	\$0.00	\$0.00	\$10,625.00	0.00 %
5220 FICA	\$466,172.92	\$0.00	\$466,172.92	\$0.00	\$0.00	\$111,563.73	\$354,609.19	23.93 %
5225 Medicare	\$398,371.95	\$(1,247.62)	\$397,124.33	\$0.00	\$0.00	\$74,591.77	\$322,532.56	18.78 %
5230 ERIP Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	80.00	\$0.00	1
5231 Pension	\$165,000.00	\$0.00	\$165,000.00	\$0.00	\$0.00	\$0.00	\$165,000.00	0.00 %
5232 Annuity Contributions	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$1,750.08	\$5,249.92	25.00 %
5250 Unemployment Compensation	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	80.00	\$50,000.00	% 00'0
5260 Workers' Compensation	\$360,000.00	80.00	\$360,000.00	\$179,084.63	\$0.00	\$179,083.33	\$1,832.04	99.49 %
5322 Instructional Improvement	\$30,000.00	\$0.00	\$30,000.00	\$1,451.85	\$0.00	\$8,817.00	\$19,731.15	34.23 %
5323 Pupil Scrvices	\$130,126.00	\$0.00	\$130,126.00	\$7,200.00	\$0.00	\$21,128.39	\$101,797.61	21.77 %

10/31/2022 5:33:36PM

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	Adopted Budget	Transfers	Revised Budget	Encumbrances	Requisitions	Expenditures	Amount Perc	Amount Percent Expended
Account Number / Description	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 10/31/2022		7/1/2022 - 10/31/2022	Kemaining 7/1/2022 - 10/31/2022	
5324 Field Trips	\$115,875.00	\$0.00	\$115,875.00	\$1,204.90	\$0.00	\$24,632.53	\$90,037.57	22.30 %
5326 Testing	\$34,850.00	\$0.00	\$34,850.00	\$2,526.85	\$0.09	\$3,560.35	\$28,762.80	17.47 %
5330 Professional/Technical Services	\$505,622.00	\$105,107.97	\$610,729.97	\$310,382.71	\$0.00	\$132,737.37	\$167,609.89	72.56 %
5410 Utilities	\$1,558,822.04	\$0.00	\$1,558,822.04	\$20,778.65	\$0.00	\$295,506.16	\$1,242,537.23	20.29 %
5420 Contracted Maintenance Services	\$810,573.45	\$0.00	\$810,573.45	\$279,973.11	\$0.00	\$481,147.74	\$49,452.60	93.90 %
5430 Repairs & Maintenance Services	\$490,582.00	\$(4,690.09)	\$485,891.91	\$37,662.21	\$3,727.18	\$79,188.68	\$369,041.02	24.05 %
5432 Technology-Related Repairs/Maintenance	\$25,000.00	\$(870.00)	\$24,130.00	\$0.00	\$0.00	\$0.00	\$24,130.00	0.00 %
5440 Rentals	\$25,400.00	\$0.00	\$25,400.00	\$1,232.35	\$0.00	\$733.65	\$23,434.00	7.74 %
5510 Pupil Transportation	\$30,000.00	\$0.00	\$30,000.00	\$17,490.00	\$0.00	\$1,475.00	\$11,035.00	63.22 %
5520 Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1
5529 Other Insurance & Judgments	\$18,000.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$14,000.00	\$4,000.00	77.78 %
5530 Communications	\$566,905.92	\$(1,461.80)	\$565,444.12	\$35,728.38	\$1,373.38	\$304,838.68	\$224,877.06	60.23 %
5531 Postage	\$26,000.00	\$0.00	\$26,000.00	\$0.00	\$0.00	\$10,027.39	\$15,972.61	38.57 %
5532 Telephone	\$75,900.00	\$0.00	\$75,900.00	\$0.00	\$0.00	\$19,362.17	\$56,537.83	25.51 %
5540 Advertising	\$12,500.00	\$(400.00)	\$12,100.00	\$0.00	\$0.00	\$3,431.00	\$8,669.00	28.36 %
5550 Printing & Binding	\$29,110.50	\$(1,840.00)	\$27,270.50	\$7,400.94	\$0.00	\$2,489.09	\$17,380.47	36.27 %
5560 Tuition	\$326,975.00	\$325.00	\$327,300.00	\$29,661.00	\$0.00	\$142,287.00	\$155,352.00	52.54 %

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	Adopted Budget	Transfers	Revised Budget	Encumbrances	Requisitions	Expenditures	Amount Perc	Amount Percent Expended
Account Number / Description	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 10/31/2022		7/1/2022 - 10/31/2022	7/1/2022 - 10/31/2022	T
5561 Local Placement Tuition	\$4,384,411.97	\$0.00	\$4,384,411.97	\$3,392,219.48	\$0.00	\$869,459.34	\$122,733.15	97.20 %
5562 Agency Placement Tuition	\$190,000.00	\$0.00	\$190,000.00	\$0.00	\$0.00	\$3,878.88	\$186,121.12	2.04 %
5580 Travel	\$65,911.00	\$(4,360.00)	\$61,551.00	\$0.00	\$0.00	\$7,783.73	\$53,767.27	12.65 %
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- Warchouse	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	I
5612 Instructional Supplies	\$169,242.72	\$3,629.00	\$172,871.72	\$30,185.74	\$103.54	\$35,169.38	\$107,516.60	37.81 %
5613 Custodial & Maintenance Supplies	\$141,320.00	\$0.00	\$141,320.00	\$5,204.59	\$0.00	\$26,577.14	\$109,538.27	22.49 %
5620 Heat Energy	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$4,598.15	\$(1,098.15)	131,38 %
5626 Motor Fuels & Oils	\$205,000.00	\$0.00	\$205,000.00	\$0.00	\$0.00	\$41,221.76	\$163,778.24	20.11 %
5627 Transportation Supplies	\$137,300.00	\$0.00	\$137,300.00	\$2,482.10	\$0.00	\$57,263.16	\$77,554.74	43.51 %
5641 Textbooks	\$3,256.00	\$1,000.00	\$4,256.00	\$677.25	\$0.00	\$860.75	\$2,718.00	36.14 %
5642 Library Books/Periodicals	\$50,274.63	\$0.00	\$50,274.63	\$9,207.74	\$0.00	\$2,115.53	\$38,951.36	22.52 %
5691 Office Supplies	\$26,210.60	\$(274.75)	\$25,935.85	\$1,469.71	\$0.00	\$5,410.87	\$19,055.27	26.53 %
5692 Health Supplies	\$18,000.00	\$(300.00)	\$17,700.00	\$3,609.44	\$0.00	\$4,217.58	\$9,872.98	44.22 %
5695 Computer Software & Supplies	\$30,000.00	\$0.00	\$30,000.00	\$285.00	\$0.00	\$22,103.35	\$7,611.65	74.63 %
5730 Non-Instructional Equipment	\$26,600.00	\$4,396.84	\$30,996.84	\$9,859.24	\$0.00	\$7,397.70	\$13,739.90	25.67 %
5731 Instructional Equipment	\$32,800.50	\$5,043.00	\$37,843.50	\$6,574.00	\$449.99	\$10,389.60	\$20,879,90	44.83 %

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Account Number / Description	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 10/31/2022		7/1/2022 - 10/31/2022	7/1/2022 - 10/31/2022	
5732 Vehicles	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1
5734 Computer Hardware	\$41,000.00	\$0.00	\$41,000.00	\$4,291.67	\$0.00	\$33,662.32	\$3,046.01	92.57 %
5810 Dues & Fees	\$114,948.97	\$0.00	\$114,948.97	\$2,717.00	\$0.00	\$55,357.05	\$56,874.92	50.52 %
5890 Other Objects	\$110,303.00	\$0.00	\$110,303.00	\$18,981.90	\$0.00	\$12,690.92	\$78,630.18	28.71 %
5900 Contingency	\$(275,670.75)	\$0.00	\$(275,670.75)	80.00	\$0.00	\$0.00	\$(275,670.75)	0.00 %
100 General Pund	\$45,029,799.00	\$0.00	\$45,029,799.00	\$4,422,981.32	\$5,654.09	\$10,282,502.52	\$30,324,315.16	32.66 %
GRAND TOTAL	\$45,029,799.00	\$0.00	\$45,029,799.00	\$4,422,981.32	\$5,654.09	\$10,282,502.52	\$30,324,315.16	32.66 %

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TOWN OF KILLINGLY

Office of the Town Manager 172 Main Street, Killingly, CT 06239 Tel. 860 779-5300 ext. 7 Fax. 860 779-5394

November 8, 2022

To: Robert Angeli, Superintendent of Schools

From: Mary T. Calorio, Town Manager / May T. Co.

Re: Draft Armed Security Officer Agreement

I received the document which was shared with you from the Board of Education members. We have reviewed the proposed modifications with our legal team and would like to provide some responses to the questions outlined in the document.

1. What is the reason insurance gave for not having the school hire armed security? CIRMA's recommendation was for the ASO positions to be employees of a law enforcement division for several reasons. The first was primarily due to the ongoing training requirements needed to carry a weapon. A law enforcement division is very familiar with the proper certification and recertification training requirements for lethal and non-lethal weapons. Secondly, the Board of Education is not allowed to own weapons. Having the ASOs as employees of the law enforcement division will ensure the adherence to utilizing the standard equipment acceptable to the program. This ensures everyone is being trained on the same equipment with the same required supplies.

However, this was only a recommendation as we previously stated. It is not a requirement. No matter who employs the ASO positions, there will be a premium increase.

- 2. Can we get a copy of the police contract? I believe this question is referring the language in Section I – Introduction. The police do not have a contract outside of the Resident State Trooper Contract with the State of Connecticut. This agreement was based off the existing SRO agreement between the parties, the word "contractually" used in this sentence is referring to that State agreement. We can strike the word "contractually" as the ASO are not subject to the Resident State Trooper Contract.
- 3. We are paying for the officers. We should have say in hiring and firing. The agreement has been drafted to include the Superintendent as the administrative authority of the BOE at every step of the process. In many steps the school administrative staff is also incorporated into the review process to provide feedback and

School District Armed Security Officer Agreement

Agreement Between the Town of Killingly and the Killingly Board of Education

The School District Armed Security Officer Program

This agreement is made and entered into this	day of	, 2022. by
and between the Town of Killingly (the "Town").	the Killingly Bo	ard of Education (the "BOE")

I. Introduction

The Armed Security Officer (the "ASO") Program involves the placement of a qualified civilian employee (the "employee") from the Killingly Police Department within the education environment of the Killingly Public Schools. The ASO is an employee of the Town, who is eontractually supervised operationally by the Town Police Department.

The ASO is a visible active security officer at the schools to which he/she is assigned. The ASO's primary function is providing a safe school environment.

The Town of Killingly, Town Manager/Chief of Police and the Killingly Public Schools Board of Education shall review and agree to the principles in this agreement in its entirety.

II. Goals and Objectives

- Establish a positive working relationship in a cooperative effort with staff and students to establishing a positive school environment.
- Maintain a safe and secure environment on school campuses which will be conducive to learning.

III. Supervision of School District Armed Security Officer(s)

The Town of Killingly agrees to provide ASOs within the Killingly Board of Education system during the school year, while school is in session.

The Town Manager/Police Chief, Killingly Police Department and the Superintendent of Schools (or designee) will participate in the hiring process of all ASOs. Notwithstanding the Town Manager shall be the ultimate hiring authority.

ASOs shall remain employees of the Town and shall not be an employee of the BOE. The Killingly Public Schools acknowledges that ASO will remain subject to the supervision and control of the Killingly Police Department. However, while acting in the capacity of ASO, the ASO shall take direction from school administration.

The Superintendent of Schools or his/her designee shall meet annually with the ASO and the Chief of Police or his/her designee with input from the administration to discuss the job

- The ASO will be available to students, parents and staff who freely want to discuss concerns.
- The ASO shall be available for flexible scheduling to reasonably accommodate designated after school and evening school activities whenever possible.
- The ASO will support the SRO in the performance of his/her duties.
- Searches by ASO- Sec. 54-33n. Search of school lockers and property. All local and regional boards of education and all private elementary and secondary schools may authorize the search by school or law enforcement officials of lockers and other school property available for use by students for the presence of weapons, contraband or the fruits of a crime if (1) the search is justified at its inception and (2) the search as actually conducted is reasonably related in scope to the circumstances which justified the interference in the first place. A search is justified at its inception when there are reasonable grounds for suspecting that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school. A search is reasonably related in scope when the measures adopted are reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.
- The ASO will not be responsible for student discipline or enforcement of school rules, although the ASO may provide assistance to school personnel in this regard when requested by the school principal.
- The ASO will work collaboratively with school administrators to determine the goals
 and priorities for the ASO program and the parameters for the ASO's involvement in
 school disciplinary matters, consistent with the terms of this agreement.
- ASO will not be used for classroom coverage.
- ASO will not be used to watch a problem student, unless student is violent, attempting to hurt self or others.
- ASO will not conduct a "pat-down" search of a student.
- ASO will not be assigned a task which takes him/her way from his/her primary mission- school safety for a protracted period.

VI. Uniform and Equipment of School District Armed Security Officer

The ASO will wear his/her approved uniform with appropriate emblems and name badges depending on the type of school activity and program and/or the request of the school or the Killingly Police Department.

The ASO will carry their approved duty firearm, and other departmental issued equipment.

The ASO will have his department ID available on his/her person.

<u>Police</u> - number and types of reportable school incidents and number and types of events which are for documentation only (no report).

Monitoring and Oversight:

On a regular basis and at least quarterly, the parties agree that the school administration, Town Manager and the Superintendent of Schools will meet to discuss the ASO program, provide oversight of the agreement and review relevant data and analysis. At least annually the parties will discuss improvements to the agreement and/or its implementation.

X. Dismissal of an Armed Security Officer

In the event a school principal or Superintendent feel the ASO assigned is not effectively performing his/her duties and responsibilities, such as documented failure to act, egregious acts or incidents, the principal shall contact the Superintendent of Schools. Within a reasonable amount of time after the Superintendent of Schools receives this information, the Superintendent of Schools shall notify the Town Manager/Chief of Police or designee. A meeting shall be conducted with the ASO to address such concerns and mediate or resolve any issues. The Town Manager/Chief of Police may dismiss or reassign the ASO, in accordance with the Killingly Police Department's rules, regulations and general orders.

The Town of Killingly and the Killingly Public Schools Killingly Board of Education agree to provide their respective employees with training relative to this agreement and its purposes. The parties agree to maintain regular and open communication to evaluate the effectiveness of this agreement and suggest improvement or adjustments that may be necessary.

XI. Term of Agreement

The ASO is appointed by the Town Manager/Chief of Police, in consultation with the Superintendent of Schools. It is understood that either party may terminate this agreement voluntarily upon written notice of sixty (60) days. A request for revisions or modifications (agreed upon mutually) to this agreement may be made by either party in writing.

This agreement constitutes a final written expression of all terms of this agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their authorized officers.

Robert Angeli	Date
Superintendent	
Killingly Public Schools	

	1,079.90 Communications	1,309.00 Printing & Binding	3.200.00 Contracted Maintenance	249.18 Instructional Supplies	6.300 00 Instructional Equipment	86.00 Instructional Supplies	686.40 Instructional Equipment	49 962 45 Custodial Sundias	424.34 Instructional Supplies	1.240.82 Instructional Supplies	L 536.36 Instructional Equipment	1,338.13 Instructional Supplies	:
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Check Amount Description	Instructional Supplies, Library Books & Periodicals, 2,347.84 Transportation Supplies, Office Supplies, Computer	668 20 Indianiford Starting			524.00 runung & binding, Office Supplies & Other Objects 65.17 Athlete Official															155.38 Athlete Official										101.21 Athletic Official	195.00 Athletic Official	176.19 Athletic Official	290.42 Athletic Official	239,772.25 Magnet School Tuition, Special Education Tuition & Field Trips	1,165.00 Communications	27,773.74 Utilities			100.21 Athletic Official	65.17 Athletic Official
Vendor Name	AMAZON CAPITAL SERVICES	AMERICAN FARM BUREAU FEDERATION	ANDERSON MOTORS INC	AWARDS PRINTING	BATES, SHAWN	BATON, DAVID M	BIG BOY'S TOYS LLC	BRAMAN CHEMICAL ENTERPRISES INC	BUS PARTS WAREHOUSE	CABE	CAPITOL REGIONAL EDUCATION COUNCIL	CBS	CENGAGE	CENTRAL COFFEE COMPANY	CHASE GRAPHICS	CINTAS CORPORATION #756	CLARK, CHRISTINE L	CLARK, GERALD	COMMUNITY PLAYTHINGS	CONN, EDWARD LEE	CONNECTICUT NURSES' ASSOCIATION	CONTINUED	CORREIA, ANTONIO R	COSTA	COUTURE, LUCAS	CT PEDIATRIC NEUROPSYCHOLOGY ASSOCIATION	CURTIN MOTOR LIVERY INC	DAVIES, ALYN	DAVIS, GLENN A	DAVIS, SCOTF	DEXTER, JAMES N.	DION, PAUL F	DON FRANCISCO, JOHN	EAST CONN	ENCYCLOPEDIA BRITTANICA	EVERSOURCE	EVERSOURCE	FAUXBEL, ALEXANDER	FAUXBEL, JONATHAN L	FORD, ZACHARY
Check Date Vendor Code	10/28/2022 78808	10/28/2022 117134	10/28/2022 119367	10/28/2022 11400	10/28/2022 119717	10/28/2022 118171	10/28/2022 89800	10/28/2022 119737	10/28/2022 33380	10/28/2022 26600	10/28/2022 27258	10/28/2022 116647	10/28/2022 116648	10/28/2022 95217	10/28/2022 28500	10/28/2022 116414	10/28/2022 119183	10/28/2022 120373	10/28/2022 117494	10/28/2022 89736	10/28/2022 119078	10/28/2022 120004	10/28/2022 120378	10/28/2022 30752	10/28/2022 119725	10/28/2022 105980	10/28/2022 73536	10/28/2022 120381	10/28/2022 118902	10/28/2022 92275	10/28/2022 78917	10/28/2022 119733	10/28/2022 92460	10/28/2022 33900	10/28/2022 84339	10/28/2022 50850	10/28/2022 64940	10/28/2022 120149	10/28/2022 119502	10/28/2022 120367
# Check#	15505	15507	15508	15509	15510	15511	15512	15513	15514	15515	15516	15517	15518	15519	15520	15521	15522	15523	15524	15525	15526	15527	15528	15529	15530	15531	15532	15533	15534	15535	15536	15537	15538	15539	15540	15541	15542	15543	15544	15545

		197.23 Instructional Supplies & Office Supplies 55.00 Athletic Official 55.00 Athletic Official 101.21 Athletic Official 5,340.13 Contracted Maintenance 35,690.00 Special Education Tuition 71.25 Travel 399.50 Communications 2,226.19 Repairs & Maintenance 1,454.90 Utilities 3 393.64 Paparize & Maintenance 2,303.64 Paparize & Maintenance 2,303.64 Paparize & Maintenance 3,303.64 Pap	31.62 Transportation Supplies 65.32 Athletic Official 65.17 Athletic Official 55.00 Athletic Official 55.00 Athletic Official 489.50 Repairs & Maintenance 3,478.88 Communications 446.60 Testing 167.81 Athletic Official 10,986.25 Special Education Tuition 148.82 Athletic Official 560.34 Instructional Supplies 100.21 Athletic Official 100.21 Athletic Official
FRIDRICH, ZACHARY GIANT PIZZA & GRINDER SHOP GLENNON, JEAN GRAINGER INC, WW GRANITE CITY ELECTRIC SUPPLY IMAGINE LEARNING JALAL, NOURDDINE KILLINGLY PUBLIC SCHOOLS LUNCH PROGRAM LAFEMINA, MILES A	LAPORTE, DAVID LEARN LEARNING A-Z LEARNING CLINIC LEXIA LEARNING SYSTEMS LIFESPAN SCHOOL SOLUTIONS LINDELL, MATTHEW JOHN LIVE AQUOPONICS LONG, MICHAEL B. LOWE'S MALONEY, JONA LESAGE	MASON, W B MILLER, JASON R MILLS, STANLEY E MORELAND, KEVIN NALCO WATER NATCHAUG HOSPITAL SCHOOL PROGRAM NEAL, JON C NEW ENGLAND CENTER FOR CHILDREN INC NORTHEAST FLOORING AND KITCHENS NORTHEAST OIL & PROPANE INC NUTMEG TRUCKS	O'REILLY PATTERSON, ANTHONY PEREZ, ORCTAVIO PHILLIPS, RICHARD PHILLIPS, STEVEN PIBLA ELECTRIC INC PROQUEST LLC RIVERSIDE INSIGHTS SAMPSON, RICHARD H SARGENT REHABILATION CENTER SCHMOEGNER, WILLIAM SCHOLASTIC MAGAZINES SCOTT, ADAM B SCRUGGS, ZACHARY
10/28/2022 120374 10/28/2022 38265 10/28/2022 119467 10/28/2022 117567 10/28/2022 118129 10/28/2022 118459 10/28/2022 128459 10/28/2022 128353		10/28/2022 116380 10/28/2022 119732 10/28/2022 94915 10/28/2022 111069 10/28/2022 48.557 10/28/2022 95.205 10/28/2022 120158 10/28/2022 117530 10/28/2022 117530 10/28/2022 117530	10/28/2022 119258 10/28/2022 120368 10/28/2022 120368 10/28/2022 119731 10/28/2022 95213 10/28/2022 53285 10/28/2022 119681 10/28/2022 119681 10/28/2022 119681 10/28/2022 170150 10/28/2022 170150 10/28/2022 170150
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1 728 80 Consist Education Trust	857 63 Maintenance Street in	27 538 35 Sensial Education Testing	70 ds Office Smalling	160 00 Print & form	44 10 Continued Mariana	62 69 Instructional Superior	180 00 Athletic Official	1 933 00 Gold Trins	67 23 Athletic Official	163 82 Instructional Securities	101.01 Address Opens		105.27 Transportation Control of the	101 21 Athletic Official	196.75 Maintenance Curation	1 225 40 Contracted Maintaine	126.58 A Libit Office	65.32 Athletic Official	\$542,734.13
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10/28/2022 89784	10/28/2022 57300	10/28/2022 117786	10/28/2022 59161	10/28/2022 117986	10/28/2022 59350	10/28/2022 95207	10/28/2022 119207	10/28/2022 118518	10/28/2022 120152	10/28/2022 116697	10/28/2022 119765	10/28/2022 117697	10/28/2022 119483	10/28/2022 95002	10/28/2022 63169	10/28/2022 111334	10/28/2022 78802	10/28/2022 117698	
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Batch # Check # Check Date

26056

Check Amount 2	Description	323.76 Instructional Equipment	1.234.29 Instructional Supplies & Maintenance Supplies									50.45 Achiais				413.40 Instructional Supplies	14,042,00 Maintenance Curation			-		-											1,238,25 Special Education Tuition	402.42 Instructional Supplies	51,546,61 Special Education Tuition	7,998.75 Special Education Tuition									44.10 Colluacida Mainfenance	4,530.23 Repairs & Mantenance		
Vendor Name		ADDICAMA, COM	AMAZON CAPITAL SERVICES	AMERICAN RIDES LIVERY SERVICE LLC	AMERICAN SCHOOL FOR THE DEAF	ANDERSON MOTORS INC	ANTHEM BC/BS OF CONNECTICUT	B & H PHOTO/VIDEO/PRO AUDIO	CAPITOL REGIONAL EDUCATION COUNCIL.	CENTRAL COFFEE COMPANY	CINTAS CORPORATION #756	CONNECTICUT WATER COMPANY	COUTURE, LUCAS	DEXTER IAMES N	DVFLORA DELAWARE VALLEY WHOLESALE EL ORIG	EAST CONN	US ELECTRICAL SERVICES INC	EVERSOURCE	EVERSOURCE	FRONTIER COMMUNICATIONS	GERUM, JASON H	GONZALEZ, HECTOR	GRAINGER INC, WW	KELCO INDUSTRIES	KIRKPATRICK, MEREDITH	LANGUAGE LINE SERVICES INC	LAPORTE, DAVID	LINDELL, MATTHEW JOHN	LOWE'S	MURPHY, ELIZABETH C	OCEAN STATE ACADEMY LEARNING CENTER '	PASCO	PEDIATRIC SERVICES OF AMERICA LLC	PENTAIR AQUATIC ECO-SYSTEMS, INC	PROJECT GENESIS	QUIET CORNER TRANSPORT LLC	ROBOTICS EDUCATION & COMPETITION FOUNDAT	ROULLARD, JEFFREY S	KOT KITKA'S TIKE SALES AND SERVICE	KUNNINGS SUPPLY INC	SAMINANA COSMINATES	STANIS & GOUDWIN LLP STANIS	STADI BS RISINESS ADVANTAGE	STERICYCLE INC	STILLY'S ALITO RODY	AHOLD FINANCIAL SERVICES	STUDENT TRANSPORTATION OF AMERICA INC	TRACTOR SUPPLY COMPANY
Check Date Yendor Code	10/31/2011	060/11/2507/16/01	10/31/2022 78808	10/31/2022 120162	10/31/2022 73229	10/31/2022 119367	10/31/2022 24253	10/31/2022 105732	10/31/2022 27258	10/31/2022 95217	10/31/2022 116414	10/31/2022 73593	10/31/2022 119725	10/31/2022 78917	10/31/2022 117150	10/31/2022 33900	10/31/2022 100595	10/31/2022 64940	10/31/2022 50850	10/31/2022 118420	10/31/2022 118405	10/31/2022 118958	10/31/2022 39051	10/31/2022 43662	10/31/2022 120362	10/31/2022 120022	10/31/2022 120183	10/31/2022 119479	10/31/2022 116713		10/31/2022 120124	10/31/2022 94989	10/31/2022 117664	10/31/2022 84200	10/31/2022 89635	10/31/2022 120161	10/31/2022 118264	10/31/2022 96250	10/31/202/10318	10/31/2021 11932/ 10/31/2021 11932/	10/31/2022 11/8/2	10/31/2022 100052	10/31/2022 59161	10/31/2022 59350	10/31/2022 120383	10/31/2022 95207	10/31/2022 118518	10/31/2022 116697
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VACHON CHEVROLET

WILLIMANTIC WASTE PAPER WIMBERLY, CARLOS

10/31/2022 116580 10/31/2022 111334 10/31/2022 78802

15665 15666 15667

898.25 Transportation Supplies 316.32 Contracted Maintenance 167.81 Athletic Official \$243,198.86





CONNECTICUT STATE DEPARTMENT OF EDUCATION

eGMS Home	Budget Detail		
Administer	- Davyor Down		
Search	Killingly School District (0000000069-00) Public School District - FY 2023 - Perkins	Rev 0 - Perkins Secondary Grant	
Reports	***************************************		
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Funding Application	Object Purpose LEA / Sch	ool Narrative	
Fund Requests	A 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
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Grant Summary	Download Budget Data		
LEA Document Library	<u></u>		
Address Book	<< First < Previous 1 Next > Last >> Items 1-1 out of 1	Items/Pag	e: 10 🕶
CSDE Resources	**************************************		
Information for this Page	Budget Detail Object: 111A - Non-Instructional Salaries Administrat Parking C	Marrative Enscription Stant, develop business relationships through outreach with the C	hambarat
Request Help	Purpose: 01 - Public School Activities Commerce and the I	Cillingly Business Association. Attend EWIB meetings and Manufi	
eGMS Sign Out	LEA / School: Killingly School District (000000069-00)	fter school	
Theroux, Susan	Quantity: 14.00		
Production Site	Cost: \$62.00		
Session Timeout 00:59:58	Line Item \$868.00		
		Total for filtered Budget Details:	\$868.00
		Total for all other Budget Details;	38,118.00
		Total for all Budget Details:	38,986,00
		Allocation: S	38,986.00
		Remaining:	\$0.00

11/10/22, 2:34 PM Budget Detail



CONNECTICUT STATE DEPARTMENT OF EDUCATION

eGMS Home	Budget Di	etail				
Administer	Budget Detail					
Search	Killingly School District (0000000069-00) Public School District - FY 2023 - Perkins - Rev 0 - Perkins Secondary Grant					
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CSDE Resources		Sudget Detail		Narrative Description		
Information for this Page	Object:	: 111B - Instructional Salaries	Coroor Bothway Coordinates			
Request Help		: 01 - Public School Activities	Career Pathway Coordinator		i i	
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Theroux, Susan	Quantity:	1.00	t.		:	
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	Object:	111B - Instructional Salaries	CTSO - FFA Co-Advisor		:	
	Purpose:	01 - Public School Activities			· · · · · · · · · · · · · · · · · · ·	
	LEA / School:	Killingly School District (0000000069-00)	İ		÷	
	Quantity:	5.00	3			
	Cost:	\$325.00	1		i	
	Line Item	\$1,625,00	•			
	Total:		<u> </u>			
	Object:	111B - Instructional Salaries	CTSO - FBLA Lead Advisor			
		01 - Public School Activities	:			
		Killingly School District (0000000069-00)				
	Quantity:	1.00				
	Cost:	\$750.00				
	Line Item	\$750.00				
	Total:		L		·	
		111B - Instructional Salaries	: CTSO - TSA Lead Advisor			
		01 - Public School Activities				
		Killingly School District (0000000069-00)				
	Quantity:	1,00				
	Cost:	\$750.00				
	Line Item	\$750.00				
	Total:				#*-F**-A	
	•	111B - Instructional Salaries	Substitutes for Field Trip (ACM)	and State Conference		
		01 - Public School Activities				
		Killingly School District (0000000069-00)				
	Quantity:	4.00				
	Cost:	\$150.00				
	Line Item	\$600,00				
		F. A.A				

Total:

Object: 111B - Instructional Salaries
Purpose: 01 - Public School Activities

LEA / School: Killingly School District (0000000069-00)

Quantity: 1.00

Cost: \$500.00

Line Item \$500.00

CTSO - TSA Assistant Advisor	
CTCC TOTTISSISSIST NATION	
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Total for filtered Budget Details: \$8,475.00

Total for all other Budget Details: \$30,511.00

Total for all Budget Details: \$38,986.00

Allocation: \$38,986.00

Remaining: \$0.00

Return

Session Timeout 00:59:27 11/10/22, 2:34 PM Budget Detail



eGMS Home	Budget De	atail					
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CSDE Resources							
Information for this	0 1-1	Budget De				Narrative Description	***************************************
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Theroux, Susan	Quantity:	1.00)				
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						Total for filtered Budget Details:	\$247.00
						Total for all other Budget Details:	\$38,739.00
						Total for all Budget Details:	\$38,986.00
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11/10/22, 2:36 PM Budget Detail



eGMS Home	Budget Do	etail				
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Expenditure Reports	330 - 1	Employee Trainin	All	All	No Options Selected	
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CSDE Resources	1					
Information for this	1	Sudget Do		,	Narrative Description	
Page Request Help	1		ining (Non-Direct Services)	CTEEA Annual Co	onference	
	1 '	: 01 - Public School A				
eGMS Sign Out	j	: Killingly School Dist	rict (0000000069-00)			
Theroux, Susan	Quantity:	1,00				
Production Site	Cost:	\$250.00	•	à :		
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		•			Total for filtered Budget Details:	\$250.00
					Total for all other Budget Details:	\$38,736.00
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11/10/22, 2:36 PM Budget Detail



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Information for this Page	Object:	Budget De 510 - Student Trans		Atlandanc	e in the Aerospane	Narrative Description Component Manufacturer's World Trade S	Show
Request Help	Purpose:	01 - Public School A	ctivities	Attendence	e to the Aetospace	Component Managadier 5 World 122de C	niow
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Theroux, Susan	Quantity:	1.00		i i			
Production Site	Cost:	\$1,550.00					
Session Timeout 00:59:57	Line Item Total:	\$1,550.00		Constitution of the Consti			
						Total for filtered Budget Details:	\$1,550.00
						Total for all other Budget Details:	\$37,436.00
						Total for all Budget Details:	\$38,986.00
						Allocation:	\$38,986.00
						Remaining:	\$0.00

11/10/22, 2:36 PM Budget Detail



CONNECTICUT STATE DEPARTMENT OF EDUCATION

eGMS Home	Budget Deta	ail					
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CSDE Resources]	Sudmit Sa				Circuit - Francisco	
Information for this Page	Object: 56	Budget Det 80 - Travel	(an	<u> </u>		Narrative Description	· · · · · · · · · · · · · · · · · · ·
Request Help	1	1 - Public School A	ctivities	Travel to CT	FEEA Annual Con	ference	
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Theroux, Susan	Quantity:	1,00		:			
Production Site	Cost:	\$55,00		i			
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						Total for filtered Budget Details:	\$55.00
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						Total for all Budget Details:	\$38,986.00
						Allocation:	\$38,986.00
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11/10/22, 2:37 PM Budget Detail



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Funding Application		Object Purpose	LEA / School	Narrative	
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Address Book	<< First	< Previous 1 Next > Last >>	Items 1-37 out of 37		Items/Page: 50 ✔
CSDE Resources		Budget Detail		Narrative Description	
Information for this Page	Object:	600 - Supplies	SPECIAL REQUEST FORM	A NON-STOCK ADIZE	
Request Help	Purpose:	01 - Public School Activities	LIGHT SPECIAL ORDER	A NOIN-GTOOK AKIZE	
eGMS Sign Out	LEA / School:	Killingly School District (0000000069-00)	!		
Theroux, Susan	Quantity:	6.00			
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00;59;57	Line Item Total:				
	Object:	600 - Supplies	Canine Vet Trainer		
	Purpose:	01 - Public School Activities	SKU: 47010400		
	LEA / School:	Killingly School District (0000000069-00)	ı		
	Quantity:	1.00	:		
	Cost:	\$2,249.00			
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	Purpose:	01 - Public School Activities	1x2x1x35 Aluminum C-Chai	nnel (6 pack)	
		Killingly School District (0000000069-00)			
	Quantity:	50.00	:		
	Cost:	\$40.00	,		
	Line Item	\$2,000,00			!
	Total:	K			
	•	600 - Supplies	Pneumatics Item# 275-0276		:
		01 - Public School Activities	16111# Z1 5*0Z10		:
		Killingly School District (0000000069-00)	:		
	Quantity:	7.00			:
	Cost:	\$249.00			:
	Line Item Total:	\$1,743.00	:		:
		600 - Supplies			
	-	01 - Public School Activities	Pelican 0350 Cube Case wit BH #PE0350CCFB - MFR #		
		Killingly School District (0000000069-00)	Cases for Robotics Course	parts	
	Quantity:	4.00	•		
	Cost:	***************************************			
		\$425.00			
	Line Item Total:	\$1,700.00	·		
	Object:	600 - Supplies	Cricut Autopress + Everythin	no Materials Bundle	
	Purpose:	01 - Public School Activities	Item# cricut-autopress-every		
	LEA / School:	Killingly School District (0000000069-00)			
	Quantity:	1.00			
	Cost:	\$1,335.00	•		
	Line Item	particular to the second secon			
	miles theill	\$1,335.00	·	·	

Session Timeout

00:59:57

Total: Object: 600 - Supplies Virtual Business-Hotel Management Lab License (up to 30 Concurrent users) Purpose: 01 - Public School Activities LEA / School: Killingly School District (0000000069-00) Quantity: 1.00 Cost: \$1,295.00 Line Item \$1,295.00 Total: Object: 600 - Supplies Virtual Business-Retail Management Lab License (up to 30 Concurrent users) Purpose: 01 - Public School Activities LEA / School: Killingly School District (0000000069-00) Quantity: 1.00 Cost: \$1,295.00 Line Item \$1,295.00 Object: 600 - Supplies Virtual Business-Sports & Entertainment Management Lab License (up to 30 Concurrent users) Purpose: 01 - Public School Activities LEA / School: Killingly School District (0000000069-00) Quantity: 1.00 Cost: \$1,295.00 Line Item \$1,295.00 Total: Object: 600 - Supplies Structures Testing Instrument 2.0 Item# W45332 Purpose: 01 - Public School Activities LEA / School: Killingly School District (0000000069-00) Quantity: 1.00 \$1,253.00 Line Item \$1,253.00 Object: 600 - Supplies Ward's® Groundwater Simulation System KIT -Purpose: 01 - Public School Activities 470164-822 Groundwater Simulation System LEA / School: Killingly School District (0000000069-00) Quantity: 1,00 470029-400 Replacement Sand Set for Groundwater Simulation, 22.5 lbs. Cost: \$1,091.00 470029-402 Deluxe Replacement Sand Set for Groundwater Simulation, 30.5 lbs Line Item Total: \$1,091.00 Object: 600 - Supplies 276-8242 Portable competition field 1 \$799.00 Purpose: 01 - Public School Activities LEA / School: Killingly School District (0000000069-00) Quantity: 1.00 Cost: \$799,00 Line Item \$799.00 Total: Object: 600 - Supplies Cricut Maker 3 + Everything Materials Bundle Item # MAKER-3-BLUE-EVERYTHING BUNDLE Purpose: 01 - Public School Activities LEA / School: Killingly School District (000000069-00) Quantity: 1.00 Cost: \$669.00 Line Item \$669.00 Total: Object: 600 - Supplies GPS Sensor Item: 276-7405 Purpose: 01 - Public School Activities LEA / School: Killingly School District (0000000069-00) Quantity: 3.00 \$200.00 Line Item \$600.00 Total: Object: 600 - Supplies Life/form® Canine IV Leg [SKU: LF01016] Purpose: 01 - Public School Activities

LEA / School: Killingly School District (0000000069-00)

Quantity:	2.00	
Cost:	to a consequence of several consequence of the s	
	Land agreement garden agreement	
Line Item Total:		
	600 - Supplies	
·	01 - Public School Activities	Cricut EasyPress 3, 12"x10" + Everything Iron-On-Bundle Item # ep3-12x10-everything-bundle
· ·	Killingly School District (0000000059-00)	
Quantity:		
	and any contract of an analytic community of the contract of	š
Cost:	\$464.00	
Line Item		
Total:		
	600 - Supplies	Cricut Hat Press + Everything Iron on Bundle Item# 8001853
	01 - Public School Activities	nettir 0001000
	Killingly School District (0000000069-00)	
Quantity:	1,00	
Cost:	\$405.00	
Line Item		(
Total:	kysyte es mye en een een een een een een een een ee	
	600 - Supplies	276-4850 Vision Sensors 5 \$79.99
•	01 - Public School Activities	
	Killingly School District (0000000069-00)	
Quantity:	5.00	
Cost:	\$80,00	
Session Timeout Line Item	\$400.00	
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	600 - Supplies	Cricut Mug Press + Everything Materials Bundle
	01 - Public School Activities	Item# 2009085
	Killingly School District (0000000069-00)	
Quantity:	1,00	I .
Cost:	\$314.00	
Line Item	\$314.00	
Total:	J	
Object:	600 - Supplies	217-8079 1/2 Versa Hub (plastic)
•	01 - Public School Activities	
LEA / School:	Killingly School District (0000000069-00)	; ;
Quantity:	50.00	 - -
Cost:	\$5.00	
Line Item	\$250.00	
-	600 - Supplies	276-5299 3Wire to v5 Port adapters 5 \$39.99
·	01 - Public School Activities	
	Killingly School District (0000000069-00)	
Quantity:	5.00	
Cost:	\$40.00	
Line Item	\$200.00	
Total:	COO. Overalles	
·	600 - Supplies	Screwdrivers for Robotic Builds
·	01 - Public School Activities	
	Killingly School District (0000000069-00)	
Quantity:	10.00	
Cost:	\$17.70	
Line Item	\$177.00	
Total:	SOO - Sunnive	
	600 - Supplies 01 - Public School Activities	276-7417 Potentialmeters
	Killingly School District (0000000069-00)	
Quantity:	Francisco de la constanta de l	
	10.00	
Cost:	\$15.00	
Line Item	\$150.00	

Session Timeout 00:59:57

Budget Detail

Object	: 600 - Supplies	VEX Pro Straight Flex Wheels & Hubs
Purpose:	: 01 - Public School Activities	Item# 217-6452
LEA / School:	: Killingly School District (0000000069-00)	
Quantity:	15.00	
	15.00	
Cost	\$9.00	
Line Item	2107.00	· •
Total:		
Object	600 - Supplies	
		217-6451 VEX Pro Straight Flex Wheels & Hubs 4" - 45A
Purpose:	01 - Public School Activities	
LEA / School:	Killingly School District (0000000069-00)	
Quantity:	15.00	
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Cost:	\$9,00	: !
Line Item	\$135.00	
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	01 - Public School Activities	217-6450 VEX Pro Straight Flex Wheels & Hubs 4" - 30A
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LEA / School:	Killingly School District (0000000069-00)	
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Object:	600 - Supplies	217-6449 VEX Pro Straight Flex Wheels & Hubs 3" - 50A
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LEA / School:	Killingly School District (0000000069-00)	{ :
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Object:	600 - Supplies	217-6448 VEX Pro Straight Fiex Wheels & Hubs 3" - 45A
Purpose:	01 - Public School Activities	
LEA / School:	Killingly School District (0000000069-00)	
Quantity:	15.00	· ·
Cost:	\$9,00	
Line Item Total:	\$135.00	
Object:	600 - Supplies	217-6447 VEX Pro Straight Flex Wheels & Hubs 3" - 30A
Purpose:	01 - Public School Activities	
LEA / School:	Killingly School District (000000069-00)	
Quantity:	F	
	15.00	·
Cost:	\$9.00	
Line Item	Para Indiana	
Line item Total:	\$135.00	
	600 - Supplies	
		Pelican Cube Case Mobility Package - Steel Casters Kit for Cube 0350 and 0370 Cases
-	01 - Public School Activities	BH #PESC0350 - MFR #0350-341-000 Casters for Cube Cases
LEA / School:	Killingly School District (0000000069-00)	
Quantity:	2.00	
-	**************************************	
Cost:	\$64.00	3
Line Item	\$128.00	
Total:	4120.00	
Object:	600 - Supplies	276 2226 Voublet competition switch
	01 - Public School Activities	, 276-2335 VexNet competition switch
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LEA / School:	Killingly School District (0000000069-00)	
Quantity:	5,00	
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Cost:	\$20.00	
Line Item	\$100,00	
Total:	Exercise - Active - Management of the committee	
Object:	600 Supplier	
	ooo - Supplies	217-6446 VEX Pro Straight Fley Wheels & Hubs 2" - 604
Purpose:		217-6446 VEX Pro Straight Flex Wheels & Hubs 2" - 60A
-	01 - Public School Activities	217-6446 VEX Pro Straight Flex Wheels & Hubs 2" - 60A
-		217-6446 VEX Pro Straight Flex Wheels & Hubs 2" - 60A

Session Timeout 00:59:57

Budget Detail

		Budget Detail	
Cost:	\$3,00		
Line Item Total:	\$45.00		
Object:	600 - Supplies	217-6353 VEX Pro Straight Flex Wheels & Hubs 2" - 30A	
Purpose:	01 - Public School Activities	217-0000 VEX PTO Ottalgitt Frex Virteels & Flous 2 - 50A	
LEA / School;	Killingly School District (0000000069-00)		
Quantity:	15.00		
Cost;	\$3,00		
Line Item Total:	\$45.00		
Object:	600 - Supplies	217-6351 VEX Pro Straight Flex Wheels & Hubs 1.625" - 45A	
Purpose:	01 - Public School Activities	ZEPOSST VEX FTO Glidigit Frex visibels & Flubs 1.025 - 45K	
LEA / School:	Killingly School District (0000000069-00)		
Quantity:	15.00		
Cost;	\$3,00		
Line Item Total:	\$45.00		
Object:	600 - Supplies	217-6354 VEX Pro Straight Flex Wheels & Hubs 2" - 45A	
	01 - Public School Activities		
	Killingly School District (0000000069-00)		
Quantity:	15.00	i 3	
Cost:	\$2.00	1	
Line Item Total:	\$30,00		
Object:	600 - Supplies	217-6352 VEX Pro Straight Flex Wheels & Hubs 1 625" - 60A	
Purpose:	01 - Public School Activities	1	
LEA / School:	Killingly School District (0000000069-00)		
Quantity:	15.00		;
Cost:	\$2.00		1
Line Item Total:	\$30.00		, , , , , , , , , , , , , , , , , , ,
Object:	600 - Supplies	217-6350 VEX Pro Straight Flex Wheels & Hubs 1.625" - 30A	
Purpose:	01 - Public School Activities		
LEA / School:	Killingly School District (0000000069-00)		
Quantity:	15.00		
Cost:	\$2.00		
Line Item	\$30.00		:
iotai:		Total for filtered Budget Details:	\$27,541.00
		Total for all other Budget Details:	\$11,445,00
		Total for all Budget Details:	\$38,986.00
		Allocation:	\$38,986.00
		Remaining:	\$0.00

Return

The Town Clerk must receive, and date stamp a notice of all scheduled Board meetings for the FULL 2023 calendar year 30-days prior to the first meeting in January 2023. The meeting dates are:

Calendar Year 2023

January 11 & 25

February 8 & 22

March 8 & 22

April 5 & 26

May 10 & 24

June 14 & 28

September 13 & 27

October 11 & 25

November 8 OR November 15 (3rd Wednesday)

December 13



⊠ Professional Development (6)™oschod for students August 28, 29, 30 November 7, January 16 & March 22 wgust 31- First Day of School for Grades PreK - 9 Only. September 1- First Day of school for Grades 10, 11, 12, January *1, *2 Martin Luther King Jr. Day *Jan. 15 Winter Break-Feb.*19 & *20 Good Fiday-*March 29 Thanksgiving Break-Nov. *23 & *24 Holiday Break-Dec. *25, *26, 27 28, 29, & November 21, 1:45-3:45 and 5:00-7:00 (1/2 day for KMS students) Early Release Days: (8) Sept. 29, Oct. 27, Dec.8, Jan. 12, Feb. 9, March 8, April 26, May 17 Central School: November 27, 5:00-7:00. November 28, 1:45-3:45 and 5:00-7:00 (1/2 day for KCS students) 2023-24 Killingly Public Schools Calendar 182 Student days, 188 Teacher days. Intermediate School: October 19, 1.00-3:00 & 5:00-7:00 (1/2 day for KIS students) October 24, 5:00-7:00 March 11, 1:00-3:00 and 4:00-6:00 (1/2 day for KHS students) March 12, 4:00-6:00 KHS Graduation: June 14, 2024 Convocation: August 28 Independence Day-*July 4 Labor Day-*Sept. 4 Columbus Day-*Oct. 9 Student Led Conferences - May 30, 7:30-2:30 & 5:00-7:00 Schools Closed (*District Closed) High School: August 30, 6:00-7:00 Freshmen Orientation, 5:00-6:00 p.m. Feb. 14 & 28 Dec. 13 Goodyear Early Childhood Center: August 28, 5:30-6:30 p.m. / Half Days: (3) November 22 December 22 June 14 Central School: Kindergarten-August 30, 5:00-6:30 p.m March 12 Academic Showcase 6:00-7:00 p.m Central School: Grade 1-September 7, 5:00-6:30 p.m Spring Break - April 15-19 Memorial Day-*May 27 Intermediate School: September 14, 5:00-7:00 p.m. New Teacher Orientation: August 21,22, & 23 Memorial School: September 6, 5:30-7:00 p.m. Anticipated Last Day of School: June 14, 2024 Open Houses SA 13 প্ন ∞ 22 Memorial School: November 20, 5:00-7:00 21 March 19, 5:00-7:00 뜐 March 25, 5:00-7:00 13 芦 20 27 ဖ 'eteran's Day- *Nov. 10 **UNE 2024** ΜĒ 26 12 9 Ŋ 1 8 25 - 4 Ω 24 10 က 4 S 23 9 2 6 ೮ SA SA SA 53 ဖ 2 Z 23 Ξ 8 ଯ 27 4 30 SA ဖ 13 ৪ 27 O *29 **%** 10 F <u>က</u> 딾 16 23 15 FR <u>6</u> 26 6 7 뜻 24 F.R 31 S N Ŋ က œ EBRUARY 2024 (19) IANUARY 2024 (19) MARCH 2024 (19) 29 48 18 Ξ 2 25 5 22 4 25 9 23 30 프 프 王 픋 ω マ \sim თ 4 May 2024 (22) APRIL 2024 (17 28 20 24 4 21 WE 7 19 24 22 27 WE 3 χ ΧĚ 5 29 1 20 ₹ က ∞ 9 က *20 IC 27 23 13 2 **,**∾ 30 2 7 49 26 9 23 ₽ 14 28 30 5 1 O 9 S $^{\circ}$ 6 *****19 , *27 οM S E Š ğ <u> 1</u>2 22 29 12 26 <u>2</u> 25 22 29 8 13 20 - ĸ ω S ω ဖ 4 28 SU S 28 S 25 10 24 S 82 콕 7 4 11 18 11 14 77 12 19 m X 9 33 8 Ż 28 18 SA 9 g R SA വ SA O 7 7 23 N O . • *****24 29 78 25 5 22 FR 5 5 뜐 FR 20 표 17 쮼 ω 9 က ω NOVEMBER 2023 (18) S S **DECEMBER 2023 (16)** 28 OCTOBER 2023 (21) 4 31 28 4 王 10 24 H 2 2 9 26 16 30 프 17 21 Ξ AUGUST 2023 (1) S O က α SEPTEMBER 2023 WE 25 75 27 23 <u>ჯ</u> <u>ჯ</u> ₹ Ķ WE χĸ 16 20 27 8 29 20 4 ထ N σ₀ ဖ 9 22 2 *26 6 26 10 24 28 5 2 ₽ 4 19 2 17 3 2 2 12 က |⊇ ∞ S S Ω *25 ΜÕ 16 13 21 * 8 25 <u>S</u> . * 23 20 Š 2 S 7 27 7 $^{\circ}$ 30 9 7 4 SU 13 S <u>e</u> S री 26 SU 유 7 2 প্ত ns 77 읔 ৪ 27 က <u>^</u> m 4

Grades 5-12 December 13 October 4 May 14 Progress Reports Prek-4 October 6 January 12 May 3

Election Day- Nov. 7

April 4 Last day of school Grades 5-12 November 6 January 26 Grading Period Ends End of School November 3 March 1 Prek-4

Parent/Teacher Conferences

Goodyear Early Childhood Center: November 16, 11:30-7:00 & March 14, 11:30-7:00 (1/2 day for GECC students)

March 26, 1:45-3:45 and 5:00-7:00 (1/2 day for KCS students)

March 21, 1:45-3:45 and 5:00-7:00 (1/2 day for KMS students)

High School: October 23, 1:00-3:00 and 4:00- 6:00 (1/2 day for KHS students) October 24, 4:00-6:00

Board of Education Meetings *3rd Wednesday of the Month March 13 & 27 April 10 & 24 une 12 & 26 May 8 & 22 Sept. 13 & 27 Oct. 11 & 25 Nov. *15

lan. 10 & 24

Regular Meeting KILLINGLY BOARD OF EDUCATION Wednesday, October 26, 2022 7:00 PM

Killingly Town Hall, 172 Main St. 2nd Floor, Town Hall Community Meeting Room

MINUTES

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Chairman Ferron called the meeting to order at 7:00 p.m. Ms. Hedgedus lead the Pledge of Alegiance to the Flag.

2. ROLL CALL

On roll call, all Board members (Norm Ferron, Laura Dombkowski, Jennifer Hegedus, Susan Lannon, Kelly Martin, Jason Muscara, Kyle Napierata, Lydia Rivera-Abrams, and Christopher Viens) were present except Ms. Lannon, who was absent with notification. Also present were Superintendent Angeli, Vice-Superintendent Nash-Ditzel, Student Board Members Connor Thompson and Melody Kettle, Manager of Business Affairs Christine Clark, and Secretary Elizabeth Buzalski.

3. **RECOGNITION OF VISITORS-** October Employees of the Month

Although they were not in attendance, the Board recognized the October 2022 Employees of the Month, Francis (Buddy) Conroy, Cliff Horton, Bill Krauss, Missy McCusker and Joe McCusker.

4. REPORT BY STUDENT BOARD MEMBER

Student Board members Connor Thompson and elody Kettle gave the Board an update on school activities. Chairman Ferron excused the Student Board Members at 7:07 p.m.

5. **PUBLIC COMMENT - none**

6. BOARD CHAIR AND COMMITTEE UPDATES

- A. Curriculum Committee Ms. Hegedus said there will be a Curriculum Committee meeting on November 10, 2022.
- B. Facilities Committee Mr. Napierata had no update. Mr. Ferron attended the groundbreaking for the KMS project.
- C. Fiscal Committee Mr. Ferron said that there is a scheduled combined meeting with the Town Council on November 3, 2022 to go over budgeting.
- D. Personnel Committee Mr. Ferron said that the two items from the Personnel Committee will be discussed during Executive Session.
- E. Policy Committee Ms. Martin reported on the October 13, 2022 Policy Committee meeting.

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7. FINANCIAL REPORT FOR THE MONTH OF SEPTEMBER 2022

Manager of Business Affairs Ms. Christine Clark explained the financial report for September and answered questions and comments from Board members.

8. QUARTERLY PROJECTED REVENUES AND EXPENDITURES

Manager of Business Affairs Ms. Christine Clark explained the Quarterly Projected Revenues and Expenditures and answered questions and comments from Board members.

9. REVIEW AND POSSIBLE ACTION REGARDING MONTHLY CHECK AUTHORIZATION Mr. Muscara made a motion, seconded by Mr. Napierata, to approve the Monthly Check Authorization as presented.

Voice vote: Unanimous. Motion passed.

10. SUPERINTENDENT'S UPDATE

- A. Suspension Data Report Superintendant Angeli presented the Suspension Data Report. Board Members discussed the report.
- B. Discussion and Possible Action Regarding Title IV Grant Dr. Nash-Ditzel presented the Title IV Grant for discussion.

Mr. Muscara made a motion, seconded by Ms. Hegedus, to support the Grant as presented Voice vote: Unanimous. Motion passed.

- C. Alliance District Visitors Mr. Angeli said that there was a miscommunication, so the visit will likely be rescheduled for later in the school year.
- D. Discussion and Possible Action on the Agreement with the Town of Killingly for Armed Security Officers Mr. Angeli gave an update on the progress and responded to questions and comments from Board members. Ms. Martin highlighted the proposed changes to the draft agreement.

11. CONSENT AGENDA

- A. October 12, 2022 Board Meeting Minutes
- B. November 2022 EOM Nominee

Ms. Rivera-Abrams pulled Consent Agenda item 11A.

Mr. Muscara made a motion, seconded by Ms. Hegedus, to accept the Consent Agenda item 11b as presented.

Voice vote: Unanimous. Motion passed.

Ms. Rivera-Abrams requested that a link to the KPS website's recorded Board meetings be included in the October 12 meeting minutes and in future minutes.

Ms. Rivera-Abrams made a motion, seconded by Mr. Napierata, to accept the Minutes with the addition of the KPS website link to recorded ot taped meetings.

Voice vote: Unanimous. Motion passed.

12. EXECUTIVE SESSION TO REVIEW AND DISCUSS, THE JULY 1, 2023 - JUNE 30, 2026 RATIFEID KEA UNION CONTRACT AND TWO SICK BANK REQUESTS

Mr. Napietara made a motion, seconded by Ms. Hegedus, to move to Executive Session with Superintendent Angeli to review and discuss the July 1, 2023-June 2026 Ratified KEA Union Contract and two Sick Bank requests.

Voice vote: Unanimous. Motion passed.

Moved to Executive Session at 9:01 p.m. and returned at 9:18 p.m.

13. DISCUSSION AND POSSIBLE APPROVAL OF THE JULY 1, 2023-JUNE 30, 2026 RATIFIED KEA UNION CONTRACT

Mr. Muscara made a motion, seconded by Mr. Napietara, to approve the July 1, 2023 – June 30, 2026 Ratified KEA Union Contract.

Voice vote: Unanimous. Motion passed.

14. DISCUSSION AND POSSIBLE APPROVAL OF TWO SICK BANK REQUESTS

Ms. Hegedus made a motion, seconded by Ms. Dombkowski, to approve the two Sick Bank requests.

Voice vote: Unanimous. Motion passed.

15. ADJOURNMENT

Ms. Hegedus made a motion, seconded by Ms. Dombkowski, to adjourn the meeting. Voice vote: Unanimous. Motion passed.

The meeting adjourned at 9:18 p.m.

** A video recording of this meeting can be found at:

https://www.killinglyschools.org/about-us/board-of-education

Respectfully Submitted, Elizabeth Buzalski Recording Secretary

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June 14,			114	372	512	643	721	59		Lee, B4			Total		339	
Septembe			100	336	539	669	781	53		Lisee, B		23				
October 3			101	335		671	788	52		Scott, A4		23				
Novembe	er 1, 202	22	107	339	530	666	780	53		Williamso	1, G4	21				
<u> </u>									0	Total		530				
•									0							
									0							
									0							
									0							

Agency and Sp. Ed. Placements	
Agency-Out of District	
Brooklyn Middle School - Brooklyn, CT	1
Preston Veterans Memorial - Preston, CT	1
Vinton Elementary - Mansfield, CT	1
Agency Total	3
Local- Out of District	
ASD (American School for the Deaf), West Hartford, CT	1
Bradley School - Uncasville, CT	2
Bradley School -Thompson, CT	1
CREC Birken - Bloomfield,CT	1
CREC Riverstreet - South Windsor, CT	3
EASTCONN NRP - Danielson, CT	15
EASTCONN Transition - Willimantic, CT	1
High Roads - Danielson, CT	5
Learning Clinic - Brooklyn,CT	2
Natchaug Joshua Center - Danielson, CT	3
Ocean Learning Academy, New London, CT	2
Ocean State Learning Academy, Providence, RI	1
Project Genesis - Windham, CT	7
Sargent Rehabilitation Center, Providence, RI	1
Seabird Enterprises, Plainfield, CT	1
Susan Wayne Center - Thompson, CT	3
Wateford Country School - Quaker Hill, CT	1
Local Out of District Total	50
Agency	3
Total	53

KILLINGLY PUBLIC SCHOOLS FIELD TRIP REQUEST

REV. 7/08					
Trip Number:	Bldg Use	Sequence (Be.g. 010-1-001)	illing Cod	e:
SCHOOL: KHS	GRADE/CLAS	S/CLUB: KH	3 Productions	DAT	E: 10/17/22
TEACHER/FIELD TRIF	LEADER: Dan	Durand			
DATE OF TRIP: 11/20	/22		NUMBER OF ST	UDENTS:	9
	1, 1/h 2,	<i>y</i>	NUMBER OF CH		es: 1
	8am V		RETURN TIME:		
	I or later unless app by the Transportation				ess approved in sportation Supervisor –
DESTINATION/DIRECT	TIONS (be specif	_{ic):} Rhode Is	land Canine Se	earch and	Rescue, Exeter
YesNo_X Transp Objectives of Trip (relation RI-CSAR Transportation Desired:		etc.): Film a F		ebsite Vid	
•	Dan Dura				
AG-ED Mini Bus	<u> </u>				

Other (specify)	 				
Van					
Special Equipment Requi	red:		Substitutes	Req.	0
ConSonta				•	(Number)
Car Seats(Numb Handicap Equip			Aide(s) Re Nurse Req	•	(Number)
Specify:			raise requ	uncu	(Number)
trips where careful and early pla (school) is responsible for an ar-	anning insures that wo	orthwhile education	nal outcomes will resu	olt. PLEASE	will be given only for
Superintendent's Office		T	ransportation Super	visor	Side 1 of 2

KILLINGLY PUBLIC SCHOOLS FIELD TRIP REQUEST

REV. 7/08	***	
Trip Number:	Billing Coo	de:
Bldg Use Sequence	(e.g. 010-1-001)	
school: KHS grade/class/club: F	French Club DA	TE: 10/20/22
TEACHER/FIELD TRIP LEADER: _ David	Rollinson	, , , , , , , , , , , , , , , , , , ,
DATE OF TRIP: Dec 8, 2022	NUMBER OF STUDENTS:	20
	NUMBER OF CHAPERON	ES: <u>2</u>
DEPARTURE TIME: 6.39 am On a school day: 8:30 AM or later unless approved in writing by the Transportation Supervisor	RETURN TIME: 9:30 p 2 PM or earlier un writing by the Tra	
DESTINATION/DIRECTIONS (be specific): Moto		
Square, Lunch at a French is	estourant to prace	tice French
Aguare. Tunch at a French we Then welk to Bronducy to so	re. Phanton of.	The Operse.
YesNo Transportation availability confirm	ν	
Objectives of Trip (relation to curriculum, etc.):	leving food in	French. Un.
4 of Bon Voyage.	<i>((((((((((</i>	
Transportation Desired: Provided by Jour Co.	Names of Chaperones: 2	
School Bus Daniel Holling	son	
Mini Bus	deace	
Other (specify)	•	
Van		
Special Equipment Required:	Substitutes Req.	2
Car Seats	Aide(s) Required	(Number)
(Number)	•	(Number)
Handicap Equipped Specify:	Nurse Required	(Number)
NOTE: Requests to be submitted with all entries complete at leas	t two weeks prior to the trip. Approva	al will be given only for
rips where careful and early planning insures that worthwhile educa school) is responsible for any parking fees.	ational outcomes will result. PLEASE	NOTE: Head teacher
Daniel a. Rollinson	~M/N	·//
reacher M	Principal/Program Administrato	r
SIHIA.	& Zer	
superintendent) Office	Transportation Supervisor	Side 1 of 2

KILLINGLY PUBLIC SCHOOLS FIELD TRIP REQUEST

REV. 7/08						
Trip Number:	Bldg	- Use	Sequence	(e.g. 010-1-001	Billing Code	e:
SCHOÓL: KHS	GRA	DE/CLA	-	roadcast Journ	5-5-435-5-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-	E: 9/28/22
TEACHER/FIELD T			Durand	·		
DATE OF TRIP: 3/1	3-3/19 <i>j</i>	<u>23</u>		NUMBER OF S	STUDENTS:	16
	T D D					s: <u>2</u>
DEPARTURE TIME:				RETURN TIME		
On a school day: 8:30 writ	ing by the T	r untess app ransportati	proved in Ian Supervisor	2 PA writ	A or earlier unle ing by the Trans	ss approved in sportation Supervisor
DESTINATION/DIRI	ECTIONS	(be specif	_{fic):} Attend			
being held this yea						
					.,	
YesNoXTran	sportatio	n availab	ility confirm	ed with Transpo	rtation Super	visor.
Objectives of Trip (rel	ation to cu	ırriculum,	etc.): The S	TN Convention	n is a nation	wide gathering of high
						film and video production
		· · · · · · · · · · · · · · · · · · ·				The state of the s
Transportation Desired	<u>l:</u>			Names of Chape	rones:	
X School Bus	- Airport				Tania Heber	<u>t</u>
Mini Bus					·	
Other (special	ŷ) .			ur me		
Van				· · · · · · · · · · · · · · · · · · ·		
Special Equipment Red	quired:			Substitu	tes Req.	1
Car Seats				Aide(s)	Required	(Number)
(Nu	ımber)					(Number)
Specify:	прреа	·····		Nurse R	equired	(Number)
NOTE: Requests to be su trips where careful and early (school) is responsible for an	' pianning in	sures that w	complete at least orthwhile educa	two weeks prior to the	e trip. Approval	will be given only for NOTE: Head teacher
Dan Durand	<u> </u>		<u>,</u>	_Clu	U IL	Leas
Teacher	-		`-,	Principal/Program	Administrator	
Superintendent's Office				Transportation Sup	pervisor	Side 1 of 2

THIRD AMENDMENT TO

SOLAR POWER & SERVICES AGREEMENT (Killingly Intermediate School- Phase II)

THIS THIRD AMENDMENT ("Amendment") dated as of August 3November 20242 is made and entered into by and between Clean Foeus YieldCF Lessee F7 LLC. a Delaware limited liability company ("Provider"), and Killingly Board of Education, a Connecticut municipal Board of Education ("Host").

WHEREAS, the Host entered into that certain Solar Power & Services Agreement dated November 5, 2020 (the "Agreement") with Greenskies Clean Energy LLC, a Delaware limited liability company ("GCE"), for the construction and operation of a System located at 1599 Upper Maple Street. Dayville CT 06241, and known as the Killingly Intermediate School: and

WHEREAS, on or about March 16, 2021, GCE assigned all of its right, title and interest in the Agreement to Clean Focus Yield LLC ("CFYL"); and

WHEREAS, on or about May 14, 2021, CFYL assigned all of its right, title and interest in the Agreement to CF Holdco SF LLC: and

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WHEREAS, on or about October 6, 2021, CF Holdco SF LLC assigned all of its Formatted: Font: Bold right, title and interest in the Agreement to CF Lessee F7 LLC; and

WHEREAS, the parties wish to amend the Agreement as provided herein.

NOW THEREFORE, in light of the foregoing, and in exchange for the promises set forth in the Agreement and those set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agrees as follows:

Defined Terms. Capitalized terms used in this Amendment, but not defined herein, shall have the meanings ascribed to such terms in the Agreement.

Amendment of Sections 2.4. The last sentence of Section 2.4 is amended and restated as follows:

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The Provider-shall-deliver-audited annual-financial statements of Clean Focus Yield LLC to Host within 30 days of the issuance of audited financial statements by Provider's certified public accountant. So long as the audited annual financial statement establishes equity of at least fifteen million dollars (\$15,000,000), the Provider shall not be required to maintain any type of removal security required by this Section during the first nineteen (19) years of the Initial Term. If Clean Focus Yield LLC's audited annual financial statements show that the equity drops below fifteen million dollars (\$15,000,000), Provider, or Clean Focus Yield LLC on its behalf, will, within thirty (30) days, establish the removal-security required by this Section. Prior to the start of the nineteenth year of the Initial Term, Provider is required to provide removal security required by this Section

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Killingly Intermediate School (Phase II)

regardless of Provider's equity. Failure to provide the required removal security shall be an event of Provider Default under Section 11.1.

3.2. Amendment to Section 11.1(b) (ii) and (iii)(i). The last sentence of Section Formatted: Indent: Left: 0.06", First line: 0.5" [Formatted: Indent: Left: 0.06", First line: 0.5"]

In the alternative, at Host's sole discretion, Host may purchase the System at the then Fair Market Value of the System and Environmental Attributes as though it were a Purchase Date as described in Section 2.2;

- 4.3. <u>Effect on Agreement</u>. Except as specifically modified by this Amendment, the Agreement shall remain unmodified and in full force and effect.
- 5.4. <u>Counterparts</u>. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of such shall constitute one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written above.

PROVIDER:

By:	Formatted: Space Before: 0 pt
-Name: Stanley Chin Title: Authorized Signatory	
HOST:	
Killingly Board of Education	
Ву:	← · · · · · · · · · · · · · · · · · · ·
N N.	Formatted: No underline
-Name: Name:	Formatted: No underline

(Signature page to Amendment)

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Killingly Intermediate School (Phase II)

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CONSENT AND AGREEMENT

(Town of Killingly Board of Education - Intermediate School Phase 3)

This CONSENT AND AGREEMENT (this "Consent"), dated as of ______, 2022, is made by and among Town of Killingly Board of Education ("Consenting Party"). CF Lessee SF _____, LLC, a Delaware limited liability company (the "Project Company"), and Wilmington Trust, National Association in its capacity as collateral agent (such entity, together with its successors and permitted assigns, the "Collateral Agent") in connection with the Participation Agreements (as defined below).

RECITALS

WHEREAS, the Consenting Party and the Project Company have entered into those certain agreements set forth on <u>Schedule 1</u> hereto (as amended, restated, modified or otherwise supplemented from time to time in accordance with the terms hereof, the "Assigned Agreements");

WHEREAS, in order to consummate the sale and leaseback (the "Transaction") of each solar photovoltaic generating facility identified in an Assigned Agreement (each, a "Project"), the Project Company has entered into (i) that certain Participation Agreement, dated as of June 15, 2022 (as amended, amended and restated, modified or supplemented from time to time, the "Fifth Third Participation Agreement"), by and among CF Master Lessee SF, LLC, the Project Company, 53 GSE Solar Trust 2 (the "Fifth Third Lessor"). Wilmington Trust. National Association, CF Sponsor FT LLC, and Fifth Third Bank, National Association and (ii) that certain Participation Agreement, dated as of June 15, 2022 (as amended, amended and restated, modified or supplemented from time to time, the "First Horizon Participation Agreement" and, together with the Fifth Third Participation Agreement, the "Participation Agreements" and each, a "Participation Agreement"), by and among CF Master Lessee SF LLC, the Project Company, FIN GS Solar Trust (the "First Horizon Lessor" and, together with the Fifth Third Lessor, the "Lessors" and each, a "Lessor"), Wilmington Trust, National Association, CF Sponsor FT LLC, and First Horizon Bank, pursuant to which the Project Company and each Lessor agreed to sell and lease undivided interests in each Project on the terms described therein:

WHEREAS, the Project Company, CF <u>Master Lessee SF, LLC</u>, and <u>Fifth Third Lessor</u> have entered into that certain Master Lease Agreement dated as of <u>June 15, 2022</u>, and the Project Company and <u>Fifth Third Lessor</u> have entered or will enter into a Schedule for <u>an undivided interest in each Project</u>, dated on or around the date hereof (collectively, with respect to <u>the undivided interest in each Project</u>, as amended, amended and restated, modified or supplemented from time to time, a "<u>Fifth Third Lease</u>" and, together with the <u>Fifth Third Participation Agreement and the other documents related thereto, the "<u>Fifth Third Sale Leaseback Documents</u>"), setting forth certain terms and conditions for a lease of <u>an undivided interest in each Project</u>;</u>

WHEREAS, the Project Company, CF Master Lessee SF LLC, and First Horizon Lessor have entered into that certain Master Lesse Agreement dated as of June 15, 2022 and the Project Company and First Horizon Lessor have entered or will enter into a Schedule for an undivided interest in each Project, dated on or around the date hereof (collectively, with respect to the

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undivided interest in each Project, as amended, amended and restated, modified or supplemented from time to time, a "First Horizon Lease" and, together with each Fifth Third Lease, collectively, the "Leases" and each, a "Lease"; each First Horizon Lease, together with the First Horizon Participation Agreement and the other documents related thereto, the "First Horizon Sale Leaseback Documents" and, together with the Fifth Third Sale Leaseback Documents, collectively the "Sale Leaseback Documents"), setting forth certain terms and conditions for a lease of an undivided interest in each Project;

WHEREAS, the Project Company will collaterally assign and grant to the Collateral Agent for the benefit of the <u>Lessors</u>, a first-priority security interest in all of the Project Company's right, title and interest in, to and under the Assigned Agreements as collateral security for satisfaction of all obligations of the Project Company under the Sale Leaseback Documents; and

WHEREAS, it is a requirement under the Participation <u>Agreements</u>, that the Project Company, the Collateral Agent and the Consenting Party execute and deliver this Consent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

I. CONSENT TO ASSIGNMENT, ETC.

- a. Consent to Assignment. The Consenting Party (i) consents to the Transaction and to the pledge and assignment to the Collateral Agent for the benefit of the Lessors, of all of the Project Company's right, title and interest in, to and under the Assigned Agreements, (ii) consents to the direct assignment of the applicable Assigned Agreement to the Lessors, or any Substitute Owner in accordance with Section 1(b) below, (x) upon the scheduled expiration of the applicable Leases, if Project Company elects to return the applicable Project to the Lessors at such time, and (y) upon the early termination of the applicable Leases, if the Lessors elect to repossess the applicable Project at such time and (iii) acknowledges the right of the Collateral Agent or the Collateral Agent's designee or assignee, in the exercise of the Collateral Agent's rights and remedies, to make all demands, give all notices, take all actions and exercise all rights of the Project Company in accordance with the Assigned Agreements to the same extent as the Project Company thereunder; provided, that in the event, with respect to any Assigned Agreement, there exists a conflict or ambiguity between any notice given or action taken by the Collateral Agent, and any notice given or action taken by the Project Company, such conflict or ambiguity shall be resolved in favor of the notice given or action taken by the Collateral Agent.
- b. <u>Substitute Owner.</u> Notwithstanding anything to the contrary in the Assigned Agreements and without any additional consent of the Consenting Party, the Consenting Party agrees that, if (i) the Collateral Agent notifies the Consenting Party that an event of default has occurred and is continuing and that the Collateral Agent has exercised its rights (A) to have itself or its designee or assignee substituted for the Project Company under any of the Assigned Agreements, (B) to acquire or have its designee or assignee acquire the Project Company or (C) to sell, assign, transfer or otherwise dispose of any Assigned Agreement to a third party or (ii) the Collateral Agent or the Project Company notifies the Consenting Party that the Project Company will return a Project to the <u>Lessors</u> or <u>their</u> designee at the end of the applicable Lease term, then the Collateral Agent, its designee or assignee (each, a "<u>Substitute Owner</u>") shall be substituted for

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the Project Company under such Assigned Agreement and, in such event, the Consenting Party shall continue to perform its obligations under such Assigned Agreement in favor of the Substitute Owner subject to the terms and conditions hereof and of the Assigned Agreements, including a requirement that any Substitute Owner be directly or indirectly owned by, or promptly enters into an operations and maintenance agreement with, an entity that is technically and financially capable of performing the Project Company's obligations under any Assigned Agreement.

c. Right to Cure. The Consenting Party shall not exercise any right it may have under any Assigned Agreement, at law or in equity, to cancel, to suspend or to terminate any Assigned Agreement or any of its obligations under any Assigned Agreement, as the result of any default or other action or omission of the Project Company in the performance of any of its obligations under any Assigned Agreement or upon the occurrence or non-occurrence of any event or condition under any Assigned Agreement that would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Consenting Party to terminate or suspend its obligations or exercise any other right or remedy under such Assigned Agreement or under applicable law (hereinafter an "Assigned Agreement Default"), until the Consenting Party first gives written notice of such Assigned Agreement Default"), until the Consenting Party first Collateral Agent or the Collateral Agent or befault to the Collateral Agent and affords the Collateral Agent or the Collateral Agent or sesignee or assignee the cure period provided under Section 14.3 of the Assigned Agreements, which cure period shall commence upon the later to occur of (A) the Collateral Agent's receipt of such notice and (B) the expiration of any notice periods or cure periods provided to the Project Company in such Assigned Agreement.

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d. No Liability. The Consenting Party acknowledges and agrees that none of the Collateral Agent, the Lessors, or the Collateral Agent's designee or assignee shall have any liability or obligation under any Assigned Agreement as a result of this Consent or otherwise, nor shall the Collateral Agent, the Lessors or the Collateral Agent's designee or assignee be obligated or required to (i) perform any of Project Company's obligations under any Assigned Agreement, except during any period in which such person is a Substitute Owner pursuant to Section 1(b), in which case (A) the Substitute Owner shall perform the obligations of the Project Company under such Assigned Agreement but such obligations shall be no more than those of the Project Company under such Assigned Agreement, (B) such Substitute Owner shall have no personal liability to the Consenting Party for the performance of such obligations and (C) the sole recourse of the Consenting Party for the performance of such obligations shall be to such Substitute Owner's interest in the applicable Project, or (ii) take any action to collect or enforce any claim for payment.

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2. PAYMENTS UNDER THE ASSIGNED AGREEMENTS

a. <u>Payments</u>. The Consenting Party shall pay all amounts payable by it under the Assigned Agreements, if any, in lawful money of the United States of America, in immediately available funds, directly into the account specified on <u>Exhibit A</u> attached hereto, or to such other person or account as may be specified from time to time by the Collateral Agent to the Consenting Party in writing in accordance with <u>Section 4(b)</u> below.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CONSENTING PARTY

The Consenting Party makes the following representations, warranties and covenants:

- a. <u>Organization: Power and Authority</u>. The Consenting Party is a municipality, duly organized, validly existing and in good standing under the laws of the State of Connecticut, and is duly qualified, authorized to do business and in good standing in every jurisdiction in which it owns or leases real property or in which the nature of its business requires it to be so qualified, and has all requisite power and authority to enter into and to perform its obligations under this Consent and the Assigned Agreements, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby.
- b. <u>Authorization</u>. The execution, delivery and performance by the Consenting Party of this Consent and the Assigned Agreements have been duly authorized by all necessary action on the part of the Consenting Party and do not require any approval or consent of any other person or entity, except approvals or consents which have previously been obtained.
- c. Execution and Delivery: Binding Agreements. Each of this Consent and each Assigned Agreement is in full force and effect, has been duly executed and delivered on behalf of the Consenting Party and constitutes the legal, valid and binding obligation of the Consenting Party, enforceable against the Consenting Party in accordance with its terms except as the enforceability hereof or thereof may be limited by (i) bankruptcy, insolvency, reorganization, or other similar laws affecting

the enforcement of creditors' rights generally and (ii) general equitable principles (whether considered in a proceeding in equity or at law).

- d. <u>Litigation</u>. There is no action, suit, proceeding or investigation pending or, to the Consenting Party's knowledge, threatened against the Consenting Party before or by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate, (i) could adversely affect the performance by the Consenting Party of its obligations under this Consent or any Assigned Agreement, or that could modify or otherwise adversely affect the governmental approvals required to be obtained by the Consenting Party in connection with the execution, delivery and performance of any Assigned Agreement or (ii) questions the validity, binding effect or enforceability of this Consent or any Assigned Agreement, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.
- e. <u>Compliance with Other Instruments, Etc.</u> The Consenting Party is not in violation of its organizational documents, and the execution, delivery and performance by the Consenting Party of this Consent and the Assigned Agreements and the consummation of the transactions contemplated thereby will not result in any violation of, breach of or default under any term of its organizational documents, or of any material contract or agreement to which it is a party or by which it or its property is bound, or of any license, permit, franchise, judgment, writ, injunction, decree, order, charter, law, ordinance, rule or regulation applicable to it.
- f. No Default or Amendment. Neither the Consenting Party nor, to the Consenting Party's knowledge, any other party to any Assigned Agreement is in default of any of its obligations thereunder, and no party has claimed force majeure as an excuse for performance or experienced circumstances that could form the basis for a claim of force majeure. The Consenting Party has no existing claims for damages, indemnity payments or otherwise, or existing counterclaims against the Project Company or offsets or defenses to payments currently due, if any, by the Consenting Party to the Project Company. The Consenting Party and, to the Consenting Party's knowledge, each other party to each Assigned Agreement have complied with all conditions precedent to the respective obligations of such party to perform under such Assigned Agreement.
- g. <u>Previous Assignments</u>. The Consenting Party acknowledges and consents to each prior assignment reflected in <u>Schedule I</u> hereto.
- h. Representations and Warranties. All representations, warranties and other statements made by the Consenting Party in each Assigned Agreement were true and correct as of the date when made and are true and correct as of the date of this Consent.
- i. <u>Bankruptcy.</u> There are no actions pending against the Consenting Party under the bankruptcy or any similar laws of the United States or any state.
- j. <u>Purchase Option</u>. The Consenting Party has not taken any official action requiring or authorizing the exercise of any purchase option available to it under the Assigned Agreements, has not decided whether or not it will exercise any

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such purchase option, and is under no legal or economic compulsion to exercise any such purchase option.

- k. <u>Termination Right</u>. No event or condition exists that would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either the Consenting Party or the Project Company to terminate or suspend its obligations (or the performance of such obligations) under any Assigned Agreement.
- I. <u>Commercial Operation Date</u>. The Consenting Party acknowledges and agrees that the Commercial Operation Date occurred on [_____]__

m. Removal Security. The Consenting Party acknowledges and agrees that (i) the \$15,000,000 equity requirement in Section 2.4 of the Assigned Agreements may be satisfied by the Provider's direct or indirect parent company and (ii) such equity requirement is currently satisfied and therefore no removal security is required under the Assigned Agreements at this time.

4. MISCELLANEOUS

- a. Applicable Law; Submission to Jurisdiction.
- i. THIS CONSENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. UNITED STATES OF AMERICA, WITHOUT REFERENCE TO CONFLICTS OF LAWS.
- ii. Any legal action or proceeding with respect to this Consent and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of Connecticut or of the United States of America for Connecticut, and, by execution and delivery of this Consent, each of the Consenting Party, the Project Company and the Collateral Agent hereby accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof.
- iii. Each of the Consenting Party, the Project Company and the Collateral Agent hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Consent brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or to claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
- b. <u>Notices</u>. All notices and other communications hereunder shall be in writing, shall be deemed given upon receipt thereof by the party or parties to whom such notice is addressed, shall be sent by first class mail, by personal delivery, by a nationally-recognized courier service, by facsimile or by email (attached as a portable document file (.pdf) only), and shall be directed as follows:

If to the Consenting Party:

Killingly Board of Education Attention: Superintendent 79 Westfield Avenue Deleted: February 24, 2022

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P.O. Box 210 Killingly, CT 06239 Telephone: 860-779-6600

E-mail: rangeli@killinglyschools.org

If to the Project Company: CF Lessee SFI_LLLC

c/o Greenskies Clean Focus LLC 127 Washington Avenue West Building, Lower Level North Haven, CT 06473

With a copy to: Legal@greenskies.com

If to the Collateral Agent: Wilmington Trust, National Association

1100 N. Market Street Wilmington, DE 19890-1605

Attention: Corporate Trust Administration

Facsimile: (302) 636-4140 Confirmation: (302) 636-6000

The above parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

- c. <u>Amendment, Waiver.</u> Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Consenting Party, the Collateral Agent, and, unless an event of default has occurred and is continuing, the Project Company.
- d. <u>No Waiver; Remedies Cumulative</u>. The waiver of any right, breach or default under this Consent by any party must be made specifically and in writing. No failure or delay on the part of the Collateral Agent in exercising any right, power or privilege hereunder and no course of dealing between the Consenting Party and the Collateral Agent shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other exercise, or the further exercise, of any other right, power or privilege hereunder. No notice to or demand upon any party shall entitle such party to any further, subsequent or other notice or demand in similar or any other circumstances. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies that the Collateral Agent would otherwise have.
- e. <u>Counterparts</u>. This Consent may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Consent by facsimile or portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Consent.
- f. <u>Headings Descriptive</u>. The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

- g. <u>Severability</u>. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
- h. <u>Successors and Assigns</u>. This Consent shall be binding upon the parties hereto and their permitted successors and assigns and shall inure to the benefit of the parties, their designees and their respective permitted successors and assigns; <u>provided</u>, however, that, the Collateral Agent shall have the right to assign all or any portion of its rights in this Consent without the consent of the Consenting Party; <u>provided</u> further, that neither the Project Company (or its respective successors or assigns) nor the Consenting Party (or its successors or assigns) shall assign any of its interest in this Consent except in connection with an assignment of its interests in the Assigned Agreements and then only to the same person(s) to which its interest in the Assigned Agreements is so assigned.
- i. <u>Survival</u>. All agreements, statements, representations and warranties made herein by the Consenting Party herein shall be considered to have been relied upon by the Collateral Agent and the <u>Lessors</u> and shall survive the execution and delivery of this Consent.
- j. <u>Conflicts</u>. In the event of a conflict between any provision of this Consent and the provisions of the Assigned Agreement, the provisions of this Consent shall prevail.
- k. <u>Further Assurances</u>. The parties hereto hereby agree to execute and to deliver all such instruments and to take all such action as may be necessary to effectuate fully the purposes of this Consent.
- Electronic Signatures. All parties agree that this Consent and all other disclosures and documents related to the transaction(s) described in this Consent may be executed by electronic signatures through eOriginal's SmartSign Web signature service. Adobe Sign, or other esignature service acceptable to the Collateral Agent (collectively, "ESignature Service"), and a party may apply its agreed upon electronic signature to this Consent to indicate such intent and to accept the terms and conditions hereof and thereof. Once so executed, all parties acknowledge and agree that this Consent shall be regarded with the same legal force and effect as if they had been executed by the applicable party using manual or "wet ink" signatures. In any proceeding, the parties hereto waive any objection that the Consent is invalid or unenforceable solely because of its execution by electronic signature. Each party using the ESignature Service, by signing in to use the ESignature Service, accepts the terms and conditions of the ESignature Service provided therein. Each party hereto acknowledges that Collateral Agent has no practical means of confirming that (i) an electronic signature on any document is the authentic electronic signature of the individual identified as the signatory, (ii) the individual identified as the signatory has personally affixed his or her electronic signature to the document, or (iii) the person affixing his or her electronic signature to a document was authorized to do so. Therefore, each party using the ESignature Service agrees that (i) it has sole responsibility to ensure that documents purported to be signed by electronic signature on behalf of such entity are signed only by persons authorized to do so, (ii) it accepts all risks that any such document may not contain authentic or authorized electronic signatures, (iii) the persons purporting to have signed any document on behalf of such entity by electronic signature are conclusively deemed to have signed it with the intention that such entity be bound by its terms, and (iv) Collateral Agent is authorized to act and rely on any document executed and/or delivered by electronic signature without any duty for further investigation or verification, even if the

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<u>Draft</u> (Deleted: Execution Version

electronic signature does not conform to a specimen signature previously provided to Collateral Agent.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by their respective officers as of the date first above written.	
TOWN OF KILLINGLY BOARD OF EDUCATION, as a Consenting Party	
By: Name: Tille:	
CF LESSEE SFI_LLLC. as Project Company	(Deleted: F11
By: Name: Title:	
WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent	
By: Name: Steven M. Barone Title: Vice President	

<u>Draft</u>

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SCHEDULE I

ASSIGNED AGREEMENTS

Solar Power and Services Agreement dated as of <u>January 6, 2022</u>, by and between the Town of Killingly Board of Education and Greenskies Clean Energy LLC, as amended <u>on October</u>, 2022, as assigned to Clean Focus Yield LLC as of <u>July 7, 2022</u>, as assigned to CF Holdco SF LLC as of <u>August 26, 2022</u>, as assigned to CF Lessee <u>SF[]</u>, LLC on or about the date hereof.

Deleted: November 5, 2020

Deleted: from time to time

Deleted: March 16, 2021

Deleted: December 10, 2021

Deleted: F11

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EXHIBIT A

PAYMENT INSTRUCTION

Bank: Wilmington Trust, National Association / M&T Bank ABA Routing Number: 031100092
Account Number: 156340-000
Account Name: CF Master Lessee SF —
Revenue AC Attention: Steve Barone

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)	
	Deleted: FT

AMENDMENT TO

SOLAR POWER & SERVICES AGREEMENT (Killingly Intermediate Phase III)

THIS AMENDMENT ("Amendment") dated as of November ___, 2022 is made and entered into by and between CF Holdco SF LLC, a Delaware limited liability company ("Provider"), and Killingly Board of Education, a Connecticut municipal Board of Education ("Host").

WHEREAS, Greenskies Clean Energy LLC ("GCE") and the Host entered into that certain Solar Power & Services Agreement dated January 6, 2022 as it relates to the construction and operation of a System located at 1599 Upper Maple Street, Dayville CT 06241, and known as the Killingly Intermediate School Phase III (the "Agreement"); and

WHEREAS, GCE assigned the Agreement to Clean Focus Yield LLC ("CFYL") pursuant to that certain Assignment and Conveyance Agreement dated as of July 7, 2022, and CFYL further assigned the Agreement to CF Holdco SF LLC pursuant to that certain Assignment and Conveyance Agreement dated as of August 26, 2022; and

WHEREAS, the parties wish to amend the Agreement as provided herein.

NOW THEREFORE, in light of the foregoing, and in exchange for the promises set forth in the Agreement and those set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agrees as follows:

- 1. <u>Defined Terms</u>. Capitalized terms used in this Amendment, but not defined herein, shall have the meanings ascribed to such terms in the Agreement.
- 2. <u>Amendment to Section 2.4.</u> The following provision is added to the end of Section 2.4:

The Provider shall deliver audited annual financial statements to Host within 30 days of the issuance of audited financial statements by Provider's certified public accountant. So long as the audited annual financial statement establish equity of at least fifteen million dollars (\$15,000,000), the Provider shall not be required to maintain any type of removal security required by this Section during the first nineteen (19) years of the Initial Term. If the Provider's audited annual financial statements show that the Provider's equity drops below fifteen million dollars (\$15,000,000), Provider will, within thirty (30) days, establish the removal security required by this Section. Prior to the start of the nineteenth year of the Initial Term, Provider is required to provide removal security required by this Section regardless of Provider's equity. Failure to provide the required Removal Security shall be an event of Provider Default under Section 11.1.

3. Amendment to Section 11.1(b)(i). (ii) and (iii). The last sentence of Section 11.1(b)(i), (ii) and (iii) is amended and restated as follows:

1

In the alternative, at Host's sole discretion, Host may purchase the System at the then Fair Market Value of the System and Environmental Attributes as though it were a Purchase Date as described in Section 2.2; and

- 4. <u>Amendment of Schedule 2, 5 and 7.</u> **Schedule 2, 5 and 7** are hereby deleted in their entirety and the attached **Schedule 2, 5 and 7** are hereby inserted in their place and stead
- 5. <u>Effect on Agreement</u>. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect.
- 6. <u>Counterparts</u>. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of such shall constitute one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written above.

	PROVIDER:
	CF Holdco SF LLC
	By: Name: Stanley Chin
	Name: Stanley Chin
	Title: Authorized Signatory
	HOST:
	TANK A DO A COLA CO
	Killingly Board of Education
	Ву:
	Name:
	Title:
(Cianatura ma	go to Amondment
torgrature ba	ge to Amendment)

DESCRIPTION OF SYSTEM

Estimated Solar System Size and Location ("System Site")

Estimated Solar System Size: 129.6 kW DC

385-Watt NSP (Or Industry Standard) Canadian Solar

Module Warranty: 25 Years

Inverter: SMA (Or Industry Standard) Canadian Solar

Inverter Warranty: 10 Years

Delivery Point: Existing Main Distribution Panel

Monitoring Equipment: DECK Monitoring

System Description:

Module:

This project aligns 360 modules on the ground of the Town of Killingly owned facility located at 1599 Upper Maple St, Dayville CT 06241. DC power from the solar modules will be routed in electrical conduit to the inverter. AC power from the inverters will be routed to the existing main electrical panel. Inverters will be mounted on a concrete pad outside of the building protected by bollards. A revenue-grade kWh meter will be installed to measure the electrical production of the array. A DECK Monitoring data acquisition system will also be provided and installed in the electrical room at the facility and will utilize local internet service provided by Host. All electricity carrying both AC and DC power will be installed according to the National Electric Code, as well as any State or Local code that may be applicable. All components of the system are UL listed.

Provider's Operating Representative:

Dwaine ReidSteven Martineau 127 Washington Avenue West Building, Lower Level North Haven, CT 0673 860-398-5408

EARLY TERMINATION

The Early Termination Fee with respect to the System under the Agreement shall be calculated in accordance with the following tables shown below. At Expiration (the end of the Initial Term or any Renewal Term, in either case without further renewal, if permitted), the amount in Column 1 (Early Termination Fee) shall be deemed to be zero (0) and the amount in Column 2 (Minimum Option Price) shall be the amount applicable for the year then ending.

Termination Value "Column 1"

	Column
Year	Termination Value
1	<u>\$556,679</u> \$ 573,99 4
2	<u>\$506,238</u> \$ 521,98 4
3	<u>\$442,975</u> \$ 456,75 4
4	<u>\$390,157</u> \$402,293
5	<u>\$343.580</u> \$ 354,267
6	<u>\$296,899</u> \$ 306,13 4
7	<u>\$281,430</u> \$ 290,184
8	<u>\$270,650</u> \$ 279,068
9	\$259 <u>.781</u> \$267,861
10	<u>\$248,830</u> \$ 256,570
11	<u>\$237,808</u> \$245,205
12	<u>\$226,094\$233,127</u>
13	\$214,301 \$220,967
14	<u>\$202,440</u> \$ 208,737
15	<u>\$190,523</u> \$ 196,449
16	<u>\$178.563</u> \$ 184,117
17	<u>\$178,228</u> \$ 179,910
18	<u>\$177,893</u> \$ 178,197
19	<u>\$177,558</u> \$ 176,980
20	<u>\$177,224</u> \$ 176,025
21	<u>\$176.889</u> \$175,966
22	<u>\$176,554\$176,513</u>
23	<u>\$176,219</u> \$177,645
24	<u>\$175.884\$179,162</u>
25	<u>\$175,550</u> \$ 181,010

PURCHASE OPTION

Purchase Date Occurs on:

(Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date, as such definition is modified in Section 2.2 of the Agreement

Year	Purchase Price
1	NA
2	NA
3	NA
4	NA
5	NA
6	\$ 306,134 <u>296,899</u>
7	NA
8	NA
9	NA
10	\$ 256,570 248,830
11	NA
12	NA
13	NA
14	NA
15	\$ 196,449 190,523
16	NA
17	NA
18	NA
19	NA
20	<u>\$177,224</u> \$ 176,025
21	<u>\$176,889</u> \$ 175,966
22	<u>\$176.554\$176,513</u>
23	\$176,21 <u>9</u> \$177,645
24	<u>\$175,884\$179,162</u>
25	<u>\$175,550</u> \$181,010

^{*}Higher of Fair Market Value of System or amount specified

MONTHLY BENCHMARK PRODUCTION PERCENTAGES

Monthly Benchmark production values expressed as percent (%) of total annual production are presented below. Incorporating a half percent (0.50%) industry standard degradation factor each year, Provider will guarantee eighty-five percent (85%) of the production below as adjusted for weather conditions. In the event Provider is un-able to produce eighty-five percent (85%) of the adjusted annual production, Host will be due liquated damages for the amount the Host should have saved on energy subject to current utility bills and utility pricing if the System had delivered 85% of the adjusted annual production. In the event of any production over the amounts specified hereinbelow, the overage amount shall rollover to cover any shortage in subsequent years.

Month	Year 1 Monthly Output (kWh)	Percentages
January	1061710,039	5.89 <u>5.74</u> %
February	12126 11,729	6.73 <u>6.71</u> %
March	15526 <u>15,061</u>	8.61 <u>8.61</u> %
April	16270 <u>15,853</u>	9.02 9.07%
May	18959 <u>18,535</u>	10.52 <u>10.60</u> %
June	19436 18,951	10.78 <u>10.84</u> %
July	18828 <u>18.429</u>	10.44 <u>10.54</u> %
August	17912 17.574	9.93 <u>10.05</u> %
September	1598 4 <u>15,640</u>	8.87 <u>8.94</u> %
October	1430613.922	7.93 7.96%
November	10605 <u>10,194</u>	5.88 <u>5.83</u> %
December	973 4 <u>8,933</u>	5.40 <u>5.11</u> %
TOTAL	180,303 <u>174,860</u>	100%

CONSENT AND AGREEMENT

(Town of Killingly Board of Education - <u>Intermediate</u> Central School <u>Phase</u> <u>3Carport</u>)

This CONSENT AND AGREEMENT (this "Consent"), dated as of <u>December April 29</u>, 2022, is made by and among Town of Killingly Board of Education ("Consenting Party"), CF Lessee <u>SF4F11 LLC</u>, a Delaware limited liability company (the "Project Company"), and Wilmington Trust. National Association in its capacity as collateral agent (such entity, together with its successors and permitted assigns, the "Collateral Agent") in connection with the Participation <u>Agreements Agreement</u> (as defined below).

RECITALS

WHEREAS, the Consenting Party and the Project Company have entered into those certain agreements set forth on <u>Schedule 1</u> hereto (as amended, restated, modified or otherwise supplemented from time to time in accordance with the terms hereof, the "Assigned Agreements"):

WHEREAS, in order to consummate the sale and leaseback (the "Transaction") of each solar photovoltaic generating facility identified in an Assigned Agreement (each, a "Project"), the Project Company has entered into (i) that certain Participation Agreement, dated as of June 15. 2022December 31, 2020 (as amended amended and restated, modified or supplemented from time to time, the "Fifth Third Participation Agreement"), by and among CF Master Lessee SFFT LLC, the Project Company, 53 GSE Solar Trust 2 (the "Fifth Third Lessor"). Wilmington Trust, National Association, CF Sponsor FT LLC, and Fifth Third Bank, National Association and (ii) that certain Participation Agreement, dated as of June 15, 2022 (as amended, amended and restated. modified or supplemented from time to time, the "First Horizon Participation Agreement" and, together with the Fifth Third Participation Agreement, the "Participation Agreements" and each, a "Participation Agreement"), by and among CF Master Lessee SF LLC, the Project Company, FHN GS Solar Trust (the "First Horizon Lessor" and, together with the Fifth Third Lessor, the "Lessors" and each, a "Lessor"), Wilmington Trust, National Association, CF Sponsor FT LLC, and First Horizon Bank, pursuant to which the Project Company and each Lessor agreed to sell and lease undivided interests inpursuant to which the Project Company and the Lessor nereed to sell and lease each Project on the terms described therein:

WHEREAS. the Project Company. CF <u>Master Lessee SFFT LLC</u>, and <u>Fifth Thirdthe Lessor</u> have entered into that certain Master Lease Agreement dated as of <u>June 15, 2022December 31, 2020</u> and the Project Company and <u>Fifth Third Lessor</u> have entered or will enter into a Schedule for <u>an undivided interest in each Project</u>, dated on or around the date hereof (collectively, with respect to <u>the undivided interest in each Project</u>, as amended, amended and restated, modified or supplemented from time to time, a "<u>Fifth Third Lease</u>" and, together with the <u>Fifth Third Participation Agreement</u> and the other documents related thereto, the "<u>Fifth Third Sale Leaseback Documents</u>"), setting forth certain terms and conditions for a lease of <u>an undivided interest in each Project</u>:

WHEREAS, the Project Company, CF Master Lessee SF LLC, and First Horizon Lessor have

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entered into that certain Master Lease Agreement dated as of June 15, 2022 and the Project Company and First Horizon Lessor have entered or will enter into a Schedule for an undivided interest in each Project, dated on or around the date hereof (collectively, with respect to the undivided interest in each Project, as amended, amended and restated, modified or supplemented from time to time, a "First Horizon Lease" and, together with each Fifth Third Lease, collectively, the "Leases" and each, a "Lease"; each First Horizon Lease, together with the First Horizon Participation Agreement and the other documents related thereto, the "First Horizon Sale Leaseback Documents" and, together with the Fifth Third Sale Leaseback Documents, collectively the "Sale Leaseback Documents"), setting forth certain terms and conditions for a lease of an undivided interest in each Project;

WHEREAS. the Project Company will collaterally assign and grant to the Collateral Agent for the benefit of the <u>LessorsLessor</u> a first-priority security interest in all of the Project Company's right, title and interest in, to and under the Assigned Agreements as collateral security for satisfaction of all obligations of the Project Company under the Sale Leaseback Documents; and

WHEREAS, it is a requirement under the Participation <u>Agreements Agreement</u> that the Project Company, the Collateral Agent and the Consenting Party execute and deliver this Consent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. CONSENT TO ASSIGNMENT. ETC.

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- a. Consent to Assignment. The Consenting Party (i) consents to the Transaction and to the pledge and assignment to the Collateral Agent for the benefit of the LessonsLessor of all of the Project Company's right, title and interest in, to and under the Assigned Agreements, (ii) consents to the direct assignment of the applicable Assigned Agreement to the Lessors Lessor. or any Substitute Owner in accordance with Section 14(b) below, (x) upon the scheduled expiration of the applicable LeasesLease if Project Company elects to return the applicable Project to the LessorsLessor at such time, and (y) upon the early termination of the applicable LeasesLease if the Lessors electLessor elects to repossess the applicable Project at such time and (iii) acknowledges the right of the Collateral Agent or the Collateral Agent's designee or assignee, in the exercise of the Collateral Agent's rights and remedies, to make all demands, give all notices, take all actions and exercise all rights of the Project Company in accordance with the Assigned Agreements to the same extent as the Project Company thereunder; provided, that in the event, with respect to any Assigned Agreement, there exists a conflict or ambiguity between any notice given or action taken by the Collateral Agent, and any notice given or action taken by the Project Company, such conflict or ambiguity shall be resolved in favor of the notice given or action taken by the Collateral Agent.
- b. <u>Substitute Owner</u>. Notwithstanding anything to the contrary in the Assigned Agreements and without any additional consent of the Consenting Party, the Consenting Party agrees that, if (i) the Collateral Agent notifies the Consenting Party that an event of default has occurred and is continuing and that the Collateral Agent has exercised its rights (A) to have itself or its designee or assignee substituted for the Project Company under any of the Assigned Agreements, (B) to acquire or have its designee or assignee acquire the Project Company or (C) to

sell, assign, transfer or otherwise dispose of any Assigned Agreement to a third party or (ii) the Collateral Agent or the Project Company notifies the Consenting Party that the Project Company will return a Project to the <u>Lessors-Lessor</u> or theirits designee at the end of the applicable Lease term, then the Collateral Agent, its designee or assignee (each, a "<u>Substitute Owner</u>") shall be substituted for the Project Company under such Assigned Agreement and, in such event, the Consenting Party shall continue to perform its obligations under such Assigned Agreement in favor of the Substitute Owner subject to the terms and conditions hereof and of the Assigned Agreements, including a requirement that any Substitute Owner be directly or indirectly owned by, or promptly enters into an operations and maintenance agreement with, an entity that is technically and financially capable of performing the Project Company's obligations under any Assigned Agreement.

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c. Right to Cure. The Consenting Party shall not exercise any right it may have under any Assigned Agreement, at law or in equity, to cancel, to suspend or to terminate any Assigned Agreement or any of its obligations under any Assigned Agreement, as the result of any default or other action or omission of the Project Company in the performance of any of its obligations under any Assigned Agreement or upon the occurrence or non-occurrence of any event or condition under any Assigned Agreement that would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Consenting Party to terminate or suspend its obligations or exercise any other right or remedy under such Assigned Agreement or under applicable law (hereinafter an "Assigned Agreement Default"), until the Consenting Party first gives written notice of such Assigned Agreement Default to the Collateral Agent and affords the Collateral Agent or the Collateral Agent's designee or assignee the cure period provided under Section 14.3 of the Assigned Agreements, which cure period shall commence upon the later to occur of (A) the Collateral Agent's receipt of such notice and (B) the expiration of any notice periods or cure periods provided to the Project Company in such Assigned Agreement.

d. No Liability. The Consenting Party acknowledges and agrees that none of the Collateral Agent, the LessorsLessor or the Collateral Agent's designee or assignee shall have any liability or obligation under any Assigned Agreement as a result of this Consent or otherwise, nor shall the Collateral Agent, the LessorsLessor or the Collateral Agent's designee or assignee be obligated or required to (i) perform any of Project Company's obligations under any Assigned Agreement, except during any period in which such person is a Substitute Owner pursuant to Section 14(b), in which case(A) the Substitute Owner shall perform the obligations of the Project Company under such Assigned Agreement but such obligations shall be no more than those of the Project Company under such Assigned Agreement. (B) such Substitute Owner shall have no personal liability to the Consenting Party for the performance of such obligations and (C) the sole recourse of the Consenting Party for the performance of such obligations shall be to such Substitute Owner's interest in the applicable Project, or (ii) take any action to collect or enforce any claim for payment.

2. PAYMENTS UNDER THE ASSIGNED AGREEMENTS

I

a. <u>Payments</u>. The Consenting Party shall pay all amounts payable by it under the Assigned Agreements, if any, in lawful money of the United States of America, in immediately available funds, directly into the account specified on <u>Exhibit A</u> attached hereto, or to such other person or account as may be specified from time to time by the Collateral Agent to the Consenting Party in writing in accordance with <u>Section 4(b)</u> below.

3. REPRESENTATIONS. WARRANTIES AND COVENANTS OF THE CONSENTING PARTY

The Consenting Party makes the following representations, warranties and covenants:

- a. <u>Organization: Power and Authority</u>. The Consenting Party is a municipality, duly organized, validly existing and in good standing under the laws of the State of Connecticut, and is duly qualified, authorized to do business and in good standing in every jurisdiction in which it owns or leases real property or in which the nature of its business requires it to be so qualified, and has all requisite power and authority to enter into and to perform its obligations under this Consent and the Assigned Agreements, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby.
- b. <u>Authorization</u>. The execution, delivery and performance by the Consenting Party of this Consent and the Assigned Agreements have been duly authorized by all necessary action on the part of the Consenting Party and do not require any approval or consent of any other person or entity, except approvals or consents which have previously been obtained.
- c. Execution and Delivery: Binding Agreements. Each of this Consent and each Assigned Agreement is in full force and effect, has been duly executed and delivered on behalf of the Consenting Party and constitutes the legal, valid and binding obligation of the Consenting Party, enforceable against the Consenting Party in accordance with its terms except as the enforceability hereof or thereof may be limited by (i) bankruptcy, insolvency, reorganization, or other similar laws affecting

the enforcement of creditors' rights generally and (ii) general equitable principles (whether considered in a proceeding in equity or at law).

- d. <u>Litigation</u>. There is no action, suit, proceeding or investigation pending or, to the Consenting Party's knowledge, threatened against the Consenting Party before or by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate, (i) could adversely affect the performance by the Consenting Party of its obligations under this Consent or any Assigned Agreement, or that could modify or otherwise adversely affect the governmental approvals required to be obtained by the Consenting Party in connection with the execution, delivery and performance of any Assigned Agreement or (ii) questions the validity, binding effect or enforceability of this Consent or any Assigned Agreement, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.
- e. <u>Compliance with Other Instruments, Etc.</u> The Consenting Party is not in violation of its organizational documents, and the execution, delivery and performance by the Consenting Party of this Consent and the Assigned Agreements and the consummation of the transactions contemplated thereby will not result in any violation of, breach of or default under any term of its organizational documents, or of any material contract or agreement to which it is a party or by which it or its property is bound, or of any license, permit, franchise, judgment, writ, injunction, decree, order, charter, law, ordinance, rule or regulation applicable to it.
- f. No Default or Amendment. Neither the Consenting Party nor. to the Consenting Party's knowledge, any other party to any Assigned Agreement is in default of any of its obligations thereunder, and no party has claimed force majeure as an excuse for performance or experienced circumstances that could form the basis for a claim of force majeure. The Consenting Party has no existing claims for damages, indemnity payments or otherwise, or existing counterclaims against the Project Company or offsets or defenses to payments currently due, if any, by the Consenting Party to the Project Company. The Consenting Party and, to the Consenting Party's knowledge, each other party to each Assigned Agreement have complied with all conditions precedent to the respective obligations of such party to perform under such Assigned Agreement.
- g. <u>Previous Assignments</u>. The Consenting Party acknowledges and consents to each prior assignment reflected in <u>Schedule I</u> hereto.
- h. <u>Representations and Warranties</u>. All representations, warranties and other statements made by the Consenting Party in each Assigned Agreement were true and correct as of the date when made and are true and correct as of the date of this Consent.
- i. <u>Bankruptev</u>. There are no actions pending against the Consenting Party under the bankruptey or any similar laws of the United States or any state.
- j. <u>Purchase Option</u>. The Consenting Party has not taken any official action requiring or authorizing the exercise of any purchase option available to it under the Assigned Agreements, has not decided whether or not it will exercise any

such purchase option, and is under no legal or economic compulsion to exercise any such purchase option.

- k. <u>Termination Right</u>. No event or condition exists that would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either the Consenting Party or the Project Company to terminate or suspend its obligations (or the performance of such obligations) under any Assigned Agreement.
- Commercial Operation Date. The Consenting Party acknowledges and agrees that the Commercial Operation Date occurred on <u>Linearry-24-2022</u>.
- m. Removal Security. The Consenting Party acknowledges and agrees that (i) the \$15.000.000 equity requirement in Section 2.4 of the Assigned Agreements may be satisfied by the Provider's direct or indirect parent company and (ii) such equity requirement is currently satisfied and therefore no removal security is required under the Assigned Agreements at this time.

4. MISCELLANEOUS

- a. Applicable Law: Submission to Jurisdiction.
- i. THIS CONSENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT, UNITED STATES OF AMERICA. WITHOUT REFERENCE TO CONFLICTS OF LAWS.
- ii. Any legal action or proceeding with respect to this Consent and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of Connecticut or of the United States of America for Connecticut, and, by execution and delivery of this Consent, each of the Consenting Party, the Project Company and the Collateral Agent hereby accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof.
- iii. Each of the Consenting Party, the Project Company and the Collateral Agent hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Consent brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or to claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
- b. <u>Notices</u>. All notices and other communications hereunder shall be in writing, shall be deemed given upon receipt thereof by the party or parties to whom such notice is addressed, shall be sent by first class mail, by personal delivery, by a nationally-recognized courier service, by facsimile or by email (attached as a portable document file (.pdf) only), and shall be directed as follows:

If to the Consenting Party: Killingly Board of Education Attention: Superintendent

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79 Westfield Avenue P.O. Box 210 Killingly, CT 06239 Telephone: 860-779-6600

E-mail: rangeli@killinglyschools.org

If to the Project Company: CF Lessee SF4F11 LLC

c/o Greenskies Clean Focus LLC 127 Washington Avenue West Building, Lower Level North Haven, CT 06473

With a copy to: Legal@greenskies.com

If to the Collateral Agent: Wilmington Trust, National Association

1100 N. Market Street Wilmington, DE 19890-1605

Attention: Corporate Trust Administration

Facsimile: (302) 636-4140 Confirmation: (302) 636-6000

The above parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

- c. <u>Amendment, Waiver.</u> Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Consenting Party, the Collateral Agent, and, unless an event of default has occurred and is continuing, the Project Company.
- d. No Waiver: Remedies Cumulative. The waiver of any right, breach or default under this Consent by any party must be made specifically and in writing. No failure or delay on the part of the Collateral Agent in exercising any right, power or privilege hereunder and no course of dealing between the Consenting Party and the Collateral Agent shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other exercise, or the further exercise, of any other right, power or privilege hereunder. No notice to or demand upon any party shall entitle such party to any further, subsequent or other notice or demand in similar or any other circumstances. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies that the Collateral Agent would otherwise have.
- e. <u>Counterparts</u>. This Consent may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Consent by facsimile or portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this Consent.

- f. <u>Headings Descriptive</u>. The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.
- g. <u>Severability</u>. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
- h. <u>Successors and Assigns</u>. This Consent shall be binding upon the parties hereto and their permitted successors and assigns and shall inure to the benefit of the parties, their designees and their respective permitted successors and assigns; <u>provided</u>, however, that, the Collateral Agent shall have the right to assign all or any portion of its rights in this Consent without the consent of the Consenting Party; <u>provided</u> further, that neither the Project Company (or its respective successors or assigns) nor the Consenting Party (or its successors or assigns) shall assign any of its interest in this Consent except in connection with an assignment of its interests in the Assigned Agreements and then only to the same person(s) to which its interest in the Assigned Agreements is so assigned.
- i. <u>Survival</u>. All agreements, statements, representations and warranties made herein by the Consenting Party herein shall be considered to have been relied upon by the Collateral Agent and the <u>LessorsLessor</u> and shall survive the execution and delivery of this Consent.
- j. <u>Conflicts</u>. In the event of a conflict between any provision of this Consent and the provisions of the Assigned Agreement, the provisions of this Consent shall prevail.
- k. <u>Further Assurances</u>. The parties hereto hereby agree to execute and to deliver all such instruments and to take all such action as may be necessary to effectuate fully the purposes of this Consent.
- Electronic Signatures. All parties agree that this Consent and all other disclosures and documents related to the transaction(s) described in this Consent may be executed by electronic signatures through eOriginal's SmartSign Web signature service. Adobe Sign, or other esignature service acceptable to the Collateral Agent (collectively, "ESignature Service"), and a party may apply its agreed upon electronic signature to this Consent to indicate such intent and to accept the terms and conditions hereof and thereof. Once so executed, all parties acknowledge and agree that this Consent shall be regarded with the same legal force and effect as if they had been executed by the applicable party using manual or "wet ink" signatures. In any proceeding, the parties hereto waive any objection that the Consent is invalid or unenforceable solely because of its execution by electronic signature. Each party using the ESignature Service, by signing in to use the ESignature Service, accepts the terms and conditions of the ESignature Service provided therein. Each party hereto acknowledges that Collateral Agent has no practical means of confirming that (i) an electronic signature on any document is the authentic electronic signature of the individual identified as the signatory, (ii) the individual identified as the signatory has personally affixed his or her electronic signature to the document, or (iii) the person affixing his or her electronic signature to a document was authorized to do so. Therefore, each party using the ESignature Service agrees that (i) it has sole responsibility to ensure that documents purported to be signed by electronic signature on behalf of such entity are signed only by persons authorized to do so. (ii) it accepts all risks that any such document may not contain authentic or authorized electronic signatures. (iii) the persons purporting to have signed any document on behalf of such entity by electronic signature

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are conclusively deemed to have signed it with the intention that such entity be bound by its terms, and (iv) Collateral Agent is authorized to act and rely on any document executed and/or delivered by electronic signature without any duty for further investigation or verification, even if the electronic signature does not conform to a specimen signature previously provided to Collateral Agent.

(Signature Pages Follow)

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IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by their respective officers as of the date first above written.

TOWN OF KILLINGLY BOARD OF EDUCATION,	
as a Consenting Party	
Ву:	
Name: Title:	
F LESSEE <u>SF4F11</u> LLC,	
as Project Company	
Ву:	
Name: Stanley Chin	
Title: Authorized Signatory	Formatted: Left, Indent: Left: 2.31"
WILMINGTON TRUST, NATIONAL ASSOCIATION.	
as Collateral Agent	
Ву:	
Name: Steven M. Barone	
Title: Vice President	

SCHEDULE I

ASSIGNED AGREEMENTS

Solar Power and Services Agreement dated as of November 5, 2020 January 6, 2022, by and between the Town of Killingly Board of Education and Greenskies Clean Energy LLC, as amended from time to timeon November ____, 2022, as assigned to Clean Focus Yield LLC as of March 16, 2021 July 7, 2022, as assigned to CF Holdco SF LLC as of December 10, 2021 August 26, 2022, as assigned to CF Lessee SF 4F11 LLC on or about the date hereof.

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EXHIBIT A

PAYMENT INSTRUCTION

Bank: Wilmington Trust, National Association / M&T Bank ABA Routing Number: 031100092
Account Number: 156340145202-000
Account Name: CF Master Lessee SFFT –
Revenue AC Attention: Steve Barone

THIRD-FOURTH AMENDMENT TO

SOLAR POWER & SERVICES AGREEMENT (Killingly Westfield School)

THIS THHRD-FOURTH AMENDMENT ("Amendment") dated as of February November ____, 20224 is made and entered into by and between CF Lessee F1 LLC, a Delaware limited liability company ("Provider") and Killingly Board of Education. a Connecticut municipal Board of Education ("Host"). Provider and Host are in some cases hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Host entered into that certain Solar Power & Services Agreement dated as of September 27, 2019 with Greenskies Development Company LLC. a Connecticut limited liability company ("Greenskies"), as amended by that certain First Amendment dated as of October 9, 2020, and—as further amended by that certain Second Amendment dated as of November 25, 2020, and as further amended by that certain Third Amendment dated as of February 12, 2021 (collectively, as amended from time to time, the "Agreement"); —and

WHEREAS, on or about December 24, 2019. Greenskies assigned all of its right, title and interest in the Agreement to Greenskies Clean Energy LLC ("GCE"); and

WHEREAS, on or about January 10. 2019. GCE assigned all of its right, title and interest in the Agreement to Clean Focus Yield LLC ("CFYL"); and

WHEREAS, on or about August 1. 2020. CFYL assigned all of its right, title, and interest in the Agreement to Provider: and

WHEREAS, the Parties wish to amend the Agreement as provided herein.

NOW THEREFORE, in light of the foregoing, and in exchange for the promises set forth in the Agreement and those set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereto hereby agrees as follows:

	 Defined Terms. Capitalized terms used in this Amendment. 	but not	defined	herein.
shall	have the meanings ascribed to such terms in the Agreement.			
	1.			

2.—Amendment to Section 11.1(b)(ii) and (iii). The last sentence of Section 11.1(b)(ii) and (iii) is amended and restated as follows:

3. Amendment of Section 2.4. Section 2.4 is amended and restated as follows:
Removal of System at Expiration or Termination. Subject to Host's exercise of its Purchase Option under Section 2.2, upon the expiration or earlier termination of this Agreement according to its terms, Provider shall, at its sole cost and expense, cease commercial operation of the System and shall remove all components and all of its tangible property comprising the System from the Property, on a mutually convenient date(s) as soon as possible for Provider, using Provider's commercially reasonable efforts, but in no case later than one-hundred twenty (120) days after I Killingly Westfield School

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the-Expiration-Date. Any such removal shall be done in a way that does not materially disrupt or interfere with Host's business operations on the Property. The Property shall be returned by Provider to its original condition, except for System-mounting-pads-or-other-support-structures and ordinary wear and tear. In no case shall Provider's removal of the System affect the integrity of Host's Property. Provider shall-pay-all-costs for the removal of the System-pursuant to this Section 2.4. For purposes of Provider's removal of the System, Host's covenants pursuant to Section 7:2-shall-remain in effect until the date of actual removal of the System to the reasonable satisfaction of the Host. Provider shall leave the Property in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the System-by-such agreed-upon-date, Host shall have the right, at its option, and upon prior-written notice, to remove the System to a public warehouse-and restore-the-Property-to-its original condition (other than System mounting pads or other-support-structures and ordinary wear and tear) all at Provider's cost, The Provider shall be-responsible to all damages to the Property relating to the Removal of the System, normal wear and tear excepted. Host reserves the right but not the obligation to review all decommissioning obligations and to require the Provider to take any further reasonable actions at Provider's sole cost and expense to complete the decommissioning and removal of the System. If Host's review delays removal, Provider shall not be responsible for any additional costs caused solely by said delay and Host waives its right-to-remove-the System itself as set forth in this Section until 120 days after such delay-has ceased. This Section 2.4 shall survive the termination or expiration of the Agreement. Any energy-produced during the time allocated for Removal shall be sold to Host by Provider as per the terms of this Agreement at the rate of eighty-five percent (85%) of the rate from the final year of the Term. Commencing on the Commercial Operation-Date, Provider-shall maintain and provide proof reasonably satisfactory-to-Host; removal-security-(either-via-a-bond and/or a cash deposit, at Provider's sole-discretion) in the name of the Host in an amount, as reasonably determined by the Provider in its professional pointing for the removal of the System in accordance with this Section 2.4 hereto (the "Removal Security"). It being understood and agreed that Provider shall have the right to modify the form of the Removal Security at any time through the Term, provided however, such substitutional shall not diminish the value of and/or Host's security to the Removal Security. The Provider shall deliver audited annual financial statements of its parent company, Clean Focus Yield LLC to Host within 30 days of the issuance of audited financial statements by Provider's certified public accountant. So long as the audited annual financial statement of the Provider's parent company establish equity of at least fifteen million-dollars (\$15,000,000), the Provider nor its parent company shall not be required to maintain any type of removal security required by this Section during the first nineteen (19) years of the Initial Term. If Clean-Focus Yield LLC's s audited annual financial statements show that the equity drops below fifteen million dollars (\$15,000,000), Provider, or Clean Focus Yield LLC on its behalf, will, within thirty (30) days, establish the removal security required by this Section. Prior to the start of the nineteenth year of the Initial Term, Provider is required to provide removal security-required by this Section regardless of Provider's equity. Failure to provide the required Removal Security shall-be an event of Provider Default under Section 11.1.

In the alternative, at Host's sole discretion, Host may purchase the System at the then Fair Market Value of the System and Environmental Attributes as though it were a Purchase Date as described in Section 2.2:

4.3. <u>Effect on Agreement</u>. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect.

5.4. This Amendment inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

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- 6.5. Counterparts: Scanned Copy. This Amendment shall be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Amendment and without the requirement that the unavailability of such original, executed counterpart of this Amendment first be proven.
- 7.6. Authorization. The Parties represent and warrant, as of the date hereof, that the execution and delivery of this Amendment and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of each such party. This Amendment is a valid and binding obligation of the Parties enforceable in accordance with its terms.
- &7. Amendments. This Amendment may only be amended or modified by a written instrument signed by both Parties hereto.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written above.

PROVIDER:	
CF Lessee F1 LLC	
By:	
Name: Stanley Chin Title: Authorized Signatory	Formatted: Space Before: 0 pt
HOST: Killingly Board of Education	
Ву:	
-Name:_	Formatted: Space Before: 0 pt
Title:	Formatted: No underline

(Signature page to Amendment)

Killingly Westfield School

SECOND AMENDMENT TO

SOLAR POWER & SERVICES AGREEMENT (Killingly Central School)

THIS <u>SECOND AMENDMENT</u> ("Amendment") dated as of <u>April 12November</u>. 2022 is made and entered into by and between <u>CF Holdeo SFCF Lessee F11 LLC</u>, a Delaware limited liability company ("Provider"), and Killingly Board of Education, a Connecticut municipal Board of Education ("Host").

WHEREAS, the Host entered into that certain Solar Power & Services Agreement dated November 5, 2020 (the "Agreement") with Greenskies Clean Energy LLC, a Delaware limited liability company ("GCE"), for the construction and operation of a System located at 60 Soap St, Dayville CT 06241, and known as the Killingly Central School; and

WHEREAS, on or about March 16, 2021. GCE assigned all of its right, title and interest in the Agreement to Clean Focus Yield LLC, and Clean Focus Yield LLC subsequently assigned the Agreement to CF Holdco SF LLC as of December 10, 2021; and CF Holdco SF LLC subsequently assigned the Agreement to CF Lessee F11 LLC as of April 29, 2022 and

WHEREAS, the parties wish to amend the Agreement as provided herein.

NOW THEREFORE, in light of the foregoing, and in exchange for the promises set forth in the Agreement and those set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agrees as follows:

- 1. <u>Defined Terms</u>. Capitalized terms used in this Amendment, but not defined herein, shall have the meanings ascribed to such terms in the Agreement.
- 2. Amendment to Section 11.1(b)(ii) and (iii). The last sentence of Section 11.1(b)(ii) and (iii) is amended and restated as follows: Amendment of Sections 2.4. The last sentence of Section 2.4 is amended and restated as follows:

In the alternative, at Host's sole discretion, Host may purchase the System at the then Fair Market Value of the System and Environmental Attributes as though it were a Purchase Date as described in Section 2.2: and The Provider shall deliver audited annual financial statements of Clean Focus Yield LLC to Host within 30 days of the issuance of audited financial statements by Provider's certified public accountant. So long as the nudited annual financial statement establishes equity of at least fifteen million dollars (\$15,000,000), the Provider shall not be required to maintain any type of removal security required by this Section during the first nineteen (19) years of the Initial Term. If Clean Focus Yield LLC's audited annual financial statements show that the equity drops below fifteen million dollars (\$15,000,000), Provider, or Clean Focus Yield LLC on its behalf, will, within thirty (30) days, establish the removal security required by this Section. Prior to the start of the nineteenth year of the Initial Term, Provider is required to provide removal security required by this Section regardless of Provider's equity. Failure to

provide the required removal security shall be an event of Provider Default under Section +1.1.

- 3. Amendments of Schedule 2 & 7. Schedule 2 & 7 to the Appendix are hereby deleted in their entirety and the attached Schedule 2 & 7 are hereby inserted in its place and stead.
- 4.3. Effect on Agreement. Except as specifically modified by this Amendment, the Agreement shall remain unmodified and in full force and effect.
- 5.4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of such shall constitute one and the same instrument.

(Signature page follows)

IN WITNESS WHERE	OF, the	parties	have	executed	this	Amendment	as of	the	date
written above.									

PROVIDER:
CF Holdeo SFLessee F11 LLC
By:
HOST:
Killingly Board of Education
Por:
Ву:
Name:
Title:
(Signature page to Amendment)

Appendix - SCHEDULE 2

DESCRIPTION OF SYSTEM

Estimated Solar System Size and Location ("System Site")

Estimated Solar System Size: 129.36 kW DC

Module: HT SAAE 385W

Module Warranty: 25 Years

Inverter: Canadian-Solar

Inverter Warranty: 10 Years

Delivery Point: Existing Main Distribution Panel

Monitoring Equipment: DECK Monitoring

System Description:

This project aligns 336 modules in the parking lot of the Town of Killingly owned facility located at 60-Soap St, Dayville CT 06241. DC power from the solar modules will be routed in electrical conduit to the inverter. AC power from the inverters will be routed to the existing main electrical panel. Inverters will be mounted on a concrete pad outside of the building protected by hollards. A revenue grade kWh meter will be installed to measure the electrical production of the array. A DECK Monitoring data acquisition system will also be provided and installed in the electrical room at the facility and will utilize local internet service provided by Host. All electricity carrying both AC and DC power will be installed according to the National Electric Code, as well as any State or Local code that may be applicable. All components of the system are UL listed.

Provider's Operating Representatives Dwaine Reid 127-Washington Avenue West Building, Lower Level North Haven, CT 06473 860-398-5408 Operations@greenskies.com Formatted: Left, No widow/orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

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MONTHLY BENCHMARK PRODUCTION PERCENTAGES

Monthly Benchmark production values expressed as percent (%) of total annual production are presented below. Incorporating a half percent (0.50%) industry standard degradation factor each year, Provider will guarantee eighty-five percent (85%) of the production below as adjusted for weather conditions. In the event Provider is un-able to produce eighty five percent (85%) of the adjusted annual production. Host will be due liquated damages for the amount the Host should have saved on energy subject to current utility bills and utility pricing if the System had delivered 85% of the adjusted annual production. In the event of any production over the amounts specified hereinbelow, the overage amount shall rollover to cover any shortage insubsequent years.

Month	Year I Monthly Output	Percentages	
	(kWh)		
January	3.990	2.74%	
February	7.063	4.86%	
March	11.884	8.18%	
April	14.571	10.02%	
May	18,129	12.47%	
June	18,916	13.01%	
July	18,232	12.54%	
August	16.625	11.44%	
September	13.477	9.27%	
October	10,463	7.20%	
November	6.915	4.76%	
December	5,104	3.51%	
TOTAL	145,369	100%	

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FOURTH AMENDMENT TO

SOLAR POWER & SERVICES AGREEMENT (Killingly High School Ground)

THIS FOURTH AMENDMENT ("Amendment") dated as of October ... 2022 is made and entered into by and between CF Holdco SF LLC, a Delaware limited liability company ("Provider"), and Killingly Board of Education, a Connecticut municipal Board of Education ("Host").

WHEREAS, <u>Greenskies Development Company LLC ("GDC") and</u> the Host entered into that certain Solar Power & Services Agreement dated September 27, 2019 as it relates to the construction and operation of a System located at 226 Putnam Pike, Dayville, CT 06241, and known as the Killingly High School Ground Mount, as amended (the "Agreement"); and

WHEREAS. GDC assigned the Agreement to Greenskies Clean Energy LLC ("GCE") pursuant to that certain Assignment and Assumption Agreement dated as of August 11, 2021, and GCE further assigned the Agreement to Clean Focus Yield LLC (CFYL) pursuant to that certain Assignment Agreement dated as of February 2, 2022, and CFYL further assigned the Agreement to Provider pursuant to that certain Assignment Agreement dated August 26, 2022; and

WHEREAS, the parties wish to amend the Agreement as provided herein.

NOW THEREFORE, in light of the foregoing, and in exchange for the promises set forth in the Agreement and those set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agrees as follows:

- 1. <u>Defined Terms</u>. Capitalized terms used in this Amendment, but not defined herein, shall have the meanings ascribed to such terms in the Agreement.
- 2. Amendment of Sections 2.4. The last sentence of Section 2.4 is amended and restated as follows:

The Provider shall deliver audited annual financial statements of Clean Focus Yield LLC to Flost within 30 days of the issuance of audited financial statements by Provider's certified public accountant. So long as the audited annual financial statement establishes equity of at least fifteen million dollars (\$15.000.000), the Provider shall not be required to maintain any type of removal security required by this Section during the first nineteen (19) years of the Initial Term. If Clean Focus Yield LLC's audited annual financial statements show that the equity drops below fifteen million dollars (\$15.000.000). Provider, or Clean Focus Yield LLC on its behalf, will, within thirty (30) days, establish the removal security required by this Section. Prior to the start of the nineteenth year of the Initial Term, Provider is required to provide removal security required by this Section regardless of Provider's equity. Failure to provide the required removal security shall be an event of Provider Default under Section 11.1.

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Deleted: Connecticut

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Deleted: for the construction and operation of a System located at 226 Putnam Pike, Dayville CT 06241, and known as the High School Ground

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3. Amendment to Section 11.1(b)(ii) and (iii). The last sentence of Section 11.1(b)(ii) and (iii) is amended and restated as follows:

In the alternative, at Host's sole discretion, Host may purchase the System at the then Fair Market Value of the System and Environmental Attributes as though it were a Purchase Date as described in Section 2.2;

- 4. <u>Effect on Agreement</u>, Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect.
- 5. <u>Counterparts</u>. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of such shall constitute one and the same instrument.

(Signature page follows)

Deleted: The Provider shall deliver audited annual financial statements to Host within 30 days of the issuance of audited financial statements by Provider's certified public accountant. So long as the audited annual financial statement establish equity of at least fifteen million dollars (\$15,000,000), the Provider shall not be required to maintain any type of removal security required by this Section during the first nineteen (19) years of the Initial Term. If the Provider's audited annual financial statements show that the Provider's equity drops below fifteen million dollars (\$15,000,000), Provider will, within thirty (30) days, establish the removal security required by this Section Prior to the start of the inteleenth year of the Initial Term. Provider is required to provide removal security required by this Section regardless of Provider's equity. Failure to provide the required Removal Security shall be an event of Provider Default under Section 11.1.5.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written above.

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CF Holdeo SF LLC	Deleted: Greenskies Developmen Company
By:	
By:	
HOST:	
Killingly Board of Education	
Ву:	
Name:	

(Signature page to Amendment)