

Board of Education

REGULAR MEETING

Thursday, January 19, 2023 – 5:30 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, CT

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at <https://youtu.be/66WPwD-M4L4>.

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a) Copy of communication dated November 15, 2022 from Civil Service certifying Leteacia Lucas for the position of Paraprofessional II.
- b) Copy of communications dated November 21, 2022 from Civil Service certifying Lisa DiBiase, Madeline Pena, and Pamela Williams for the position of Paraprofessional I.
- c) Email communication dated November 25, 2022 from CABA regarding Policy Highlights.
- d) Copy of communications dated November 28, 2022 from Civil Service certifying Tyrell Davis, Pamela Herrington, Haleigh Vance, Uniquewa Hicks, and Keyla Danzot for the position of Paraprofessional I.
- e) Copy of communications dated November 30, 2022 from Civil Service certifying Debra Ventura and Sade Williams for the position of Paraprofessional I.
- f) Copy of communication dated November 2, 2022 from Civil Service certifying Lira Lici for the position of Paraprofessional I.
- g) Copy of communication dated December 7, 2022 from Civil Service to Robert Lobraico, Jr. regarding offer of temporary and at will employment as a Temporary Maintainer I.
- h) Email communication dated December 13, 2022 from CABA regarding Policy Highlights.
- i) Copy of communication dated December 9, 2022 from Civil Service certifying Timothy Brown for the position of Painter Foreman.
- j) Copy of communication dated December 15, 2022 from Civil Service to Todd Enamait regarding offer of temporary and at will employment as a Temporary Maintainer I.
- k) Copy of communications dated December 15, 2022 from Civil Service to Shawn Joseph and Lorraine Jimenze regarding offer of temporary and at will employment as a Career & Technical Education Skills Specialist.
- l) Copy of communications dated December 15, 2022 from Civil Service certifying Kevin DeGroate, Jr., Thomas Rodrigues, and Luis Rosa for the position of Maintainer I.
- m) Email communication dated December 27, 2022 from CABA regarding Policy Highlights.
- n) Copy of December 15, 2022 remarks of Charles Stango regarding naming of Wendell Cross Library in honor of Mary S. White.
- o) Copy of communications dated December 20, 2022 from Civil Service certifying Neil Mulhall and Willie Jones for the position of Maintainer I.
- p) Email communication dated January 6, 2023 from CABA regarding Policy Highlights.
- q) Email communication dated January 11, 2023 from Tim Moynahan regarding DEI and supplanting truth.
- r) Thank you note from the Waterbury Neighborhood Council.
- s) Communication dated January 12, 2023 from Doreen Biolo regarding Financial Audit Reports for year ending June 30, 2022.

5. Approval of Minutes: September 1, 2022 Workshop, September 1, 2022 Special Meeting, September 15, 2022 Rescheduled Regular Meeting, October 13, 2022 Workshop, October 13, 2022 Special Meeting, October 27, 2022 Rescheduled Regular Meeting, November 3, 2022 Workshop, November 3, 2022 Special Meeting, and November 16, 2022 Rescheduled Regular Meeting.

- 6. *Public Addresses the Board*** - All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.
- 7. *Superintendent's Announcements***
- 8. *President's Comments***
- 9. *Student Representatives Comments***
- 10. *Consent Calendar***
- 10.1 *Committee of the Whole:* Request approval of a Concurrent Enrollment Agreement with Naugatuck Valley Community College for College Career Pathways Program.
- 10.2 *Committee of the Whole:* Request approval of an Agreement with Southern Connecticut State University for field experience and student teaching placements.
- 10.3 *Committee on Finance:* Request approval of a Professional Services Agreement with Southwestern Industries, Inc. d/b/a TRAK Machine Tools for ProtoTrak KMX CNC Controls and Accessories.
- 10.4 *Committee on Finance:* Request approval of a Professional Services Agreement with S/L/A/M for Expanded Educational Facilities Feasibility Study in regards to International School and Maloney Magnet School.
- 10.5 *Committee on Building & School Facilities:* Request acceptance of the Generali School Roof Project, State Project #151-0306, as complete.
- 10.6 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 10.7 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.
- 11. *Items removed from Consent Calendar***
- 12. *Committee of the Whole*** – Vice President Hernandez
- 12.1 Request of Richard White to name the Library (Media Center) at Wendell Cross School in honor of Mary S. White.
- 13. *Committee on Finance*** – Commissioner Orso
- 13.1 Request approval of a Professional Services Agreement with Branching Minds, Inc. for Multi-Tiered System of Supports.
- 13.2 Request approval of Amendment Two (2) to the Agreement with Curriculum Associates, LLC for Elementary Mathematics Curriculum.

14. Committee on Grievances – Commissioner Serrano-Adorno

14.1 School Administrators of Waterbury (SAW) grievance 2022-2023-1.

14.2 School Administrators of Waterbury (SAW) grievance 2022-2023-2.

15. Superintendent's Notification to the Board

15.1 Athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Chabot, Albert	Assistant Indoor Track	KHS	12/19/22
Fazzino, Francisca	Girls Basketball Coach	NEMS	01/04/23
Forgione, Michael	Head Girls Basketball	KHS	11/28/22
Fryer, Deneen	Girls Basketball	WSMS	12/12/22
Gray, Ollie III	Boys Basketball	NEMS	01/09/23
Nicholas, Stefanie	Assistant Indoor Track	CHS	12/19/22
Poulter, Craig	Intramural Basketball	Carrington	02/06/23
Poulter, Craig	Intramural Volleyball	Carrington	04/03/23

15.2 Grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Eff.</u>
Bernardini, James	Behavior Couns. State Street	FT	\$21.72/hr	F UPSEU 69	Priority 22-23	11/10/22
Blasini, MaLisa	Office Manager Bilingual Dept	FT	\$23/hr	UPSEU 69	Bilingual 22-23	01/12/23
Creem, Daniel	Tutor Holy Cross	PT	\$25/hr	NON BOE	Title I-A 21-23	01/05/23
Crocetto, Kyle	FRC Coordinator Wilson	FT	\$28/hr	F UPSEU 69	FRC 22-23	12/08/22
Cuevas, Victor	Network Specialist	FT	\$19/hr	UPSEU 66	Adult Ed 22-23	11/21/22
Freitas, Ashley	Regan 21 st Century Teacher				SDE After School	Immed.
George, William	Net. Specialist (10 to 12 month)	FT	\$27.308/hr	UPSEU 69	Title II-A 22-24	10/03/22
Glass, Rosalyn	Adult Ed Instr. (Certified)	PT	\$33/hr	NON BOE	Adult Ed 22-23	11/17/22
Gray III, Ollie	Behavior Counselor - NEMS	FT	\$27/hr	F UPSEU 69	SIG 6 NEMS 22-24	01/05/23
Guichardo, Julio	Behavior Counselor – CHS	FT	\$25/hr	F UPSEU 69	Title I-A 22-24	01/05/23
Hernandez, Tamara	Parent Liaison Reed	FT	\$15.88/hr	UPSEU 69	Title I-A 21-23	11/17/22
Howarth, Christopher	Computer Technician	FT	\$15/hr	UPSEU 69	Title I-A 21-23	12/22/22
Iljazi, Dashnor	Network Specialist (10M)	FT	\$24.26/hr	UPSEU 69	CN – WMS S2 22-23	12/01/22

Jannetty, Kimberly	Tutor Chase	PT	\$33/hr	NON BOE	Priority 22-23	11/10/22
Lynch, Cassandra	Prevention Specialist – WMS	FT	\$18.14/hr	F UPSEU 69	Priority 22-23	12/01/22
Moriarty, Gail	Tutor Yeshiva K'Tana	PT	\$33/hr	NON BOE	Title I-A 21-23	09/12/22
Morrison, Terrance	Behavior Counselor – KHS	FT	\$27/hr	F UPSEU 69	SIG 5 KHS 21-23	12/01/22
Rodriguez, Leeana	Hall Monitor Crosby	PT	\$98/day	NON BOE	Title I-DW 22-24	11/03/22
Sadiku, Jeton	Network Specialist	FT	\$19/hr	UPSEU 66	Title II-A 22-24	11/10/22
Santos, Tony	Adult Ed Sub. Teacher	PT	\$25/hr	NON BOE	Adult Ed 22-23	11/10/22
Thompson, Philip	Adult Ed Certified Sub	PT	\$33/hr	NON BOE	Adult Ed 22-23	12/15/22
Warren, Samantha	Net. Specialist (10 to 12 month)	FT	\$19/hr	UPSEU 69	Priority 22-23	12/01/22
Wojtunik, Katilynn	Regan 21 st Century Teacher				21 st Century	Immed.

15.3 Miscellaneous appointments:

<u>Name</u>	<u>School</u>	<u>Program/Assignment</u>
Colon, Lena	Maloney	After School Program - Para/Assistant
Neal, Cameron	CHS	Better Bulldogs Program
Carlson, Ashley	CHS	Academic Support Program
Valletta, Marnie	WHS	WHS Bridge Coordinator
Guichardo, Betty	WMS	MTSS Team
DeFrancesco, Nora	WCA	Mastery-Based Credit Committee
Dimech, Jennifer	WAMS	Mastery-Based Learning Panel
Basil, David	WHS	Mastery-Based Learning Panel
Hinton, Marci	WHS	Mastery-Based Learning Panel
Perusse, Joseph	WHS	Mastery-Based Learning Panel
Bosman, Ana	WAMS	WCA Application Committee
Coty, Heidi	Reed	WCA Application Committee
Diorio, Jill	Duggan	WCA Application Committee
Gwiazdoski, Helena	WAMS	WCA Application Committee
Jimenez, Tania	International	WCA Application Committee
Matthews, Heather	State Street	WCA Application Committee
Miranda, Stephanie	District	WCA Application Committee
Ogilvy, Lynn	Carrington	WCA Application Committee
Parker, Marlene	Carrington	WCA Application Committee
Zupperoli, Robert	Wallace	WCA Application Committee
Abarzua, Lauren	Driggs	ESH - Teacher
Alonso, Miriam	Driggs	ESH - Para

Gomez, Bridgette	Driggs	ESH - Admin
Gorman, Regina	Driggs	ESH - Teacher
Najat, Fares	Driggs	ESH - Para
Piccochi, Rayanne	Driggs	ESH - Secretary
Quezada, Paula	Driggs	ESH - Teacher-Sub
Salvador, Dori	Driggs	ESH - Para
Wright, Valerie	Driggs	ESH - Teacher
Mulvehill, Michelle	Generali	ESH - Teacher Sub
Drew, Michael	WHS	CN Shared Leadership Team
Johnson, Joshua	WHS	CN Shared Leadership Team
Kelly, Wendy	WHS	CN Shared Leadership Team
Soeprasetyo, Preston	WHS	CN Shared Leadership Team
Basil, David	WHS	CN Afterschool Teacher
Brown, Samuel	WHS	CN Afterschool Teacher
Brummitt, Eric	WHS	CN Afterschool Teacher
Chavarry, Jose	WHS	CN Afterschool Teacher
Correa, Jennifer	WHS	CN Afterschool Teacher
Flematti, Jessica	WHS	CN Afterschool Teacher
Hernandez, Isabella	WHS	CN Afterschool Teacher
Irizarry, Reina	WHS	CN Afterschool Teacher
Santana, Zulma	WHS	CN Afterschool Teacher

15.4 Voluntary Clean Opening Transfers effective 2023-2024 school year:

<u>Name</u>		<u>From: (temporary)</u>	<u>TO: (permanent)</u>
Aldag	Monica	Maloney Pre-K Special Ed	Maloney Pre-K Special Ed
Antonazzo	Carolyn	Sprague Gr 1	Sprague Gr 1
August	Kerry	NEMS ELA Gr 8	NEMS ELA Gr 8
Barbati	Donna	Carrington Special Ed - Essential Skills	Carrington Special Ed - Essential Skills
Barkauskas	Brianna	Crosby Guidance Counselor	Crosby Guidance Counselor
Bell	Teresa	Wilson Special Ed	Wilson Special Ed
Benzinger	Nicole	Washington Gr 3	Washington Gr 3
Braun	Brooklyn	Academic Academy Social Studies MS	Academic Academy Social Studies MS
Buckley	Blake	NEMS Social Studies Gr 6	NEMS Social Studies Gr 6
Buell	Douglas	Crosby FCS - Culinary	Crosby FCS - Culinary
Callahan	Carolyn	Generali Gr 3	Generali Gr 3
Carlson	Ashley	Crosby ELA	Crosby ELA
Cassella	Nicole	Duggan Gr 4 Math/Science	Duggan Gr 4 Math/Science
Catricala	Julia	Kennedy Social Studies	Kennedy Social Studies
Cavilla	Emilia	Wilson Gr 4	Wilson Gr 4
Cieslewski	Elaine	Gilmartin Gr 1	Gilmartin Gr 1
Ciminera	Kimberly	Reed Gr 3	Reed Gr 3
Cleary	Kelly	Bucks Hill Annex Pre-K Co-Taught	Bucks Hill Annex Pre-K Co-Taught
Collins	Brittney	Sprague Gr 2	Sprague Gr 2

Comstock	Brian	Reed Gr 5	Reed Gr 5
Cornish	Danielle	Crosby Guidance Counselor	Crosby Guidance Counselor
Cruz	Griselle	Chase & Hopeville Split Special Ed	Chase & Hopeville Split Special Ed
Czczot	Chrystle	NEMS Science Gr 6	NEMS Science Gr 6
DeJesus	Jennifer	Rotella Gr 3	Rotella Gr 3
DeSena	Deanna	Bunker Hill Gr K	Bunker Hill Gr K
Diaz	Natalie	Districtwide Psychologist	Districtwide Psychologist
DiLonardo	Rachel	Generali Special Ed – ABA Autism	Generali Special Ed – ABA Autism
Dinielli	Elizabeth	Wendell Music	Wendell Music
DiPietro	Aline	WSMS PE/Health	WSMS PE/Health
Dover	Ena	WSMS Science Gr 7	WSMS Science Gr 7
Dubois	Zachary	Kennedy Social Studies	Kennedy Social Studies
Edwards	Cara	Driggs Gr 4	Driggs Gr 4
Eire	John Carlos	WAMS ELA Gr 7	WAMS ELA Gr 7
Ellington	Erin	Gilmartin Literacy Facilitator Elem.	Gilmartin Literacy Facilitator Elem.
Espinal	Yesenia	International Dual Language Special Ed	International Dual Language Special Ed
Ferreria	Justine	Wilby Special Ed - CBT	Wilby Special Ed - CBT
Fields	Christina	WSMS Social Studies Gr 8	WSMS Social Studies Gr 8
Fulton	Mark	WAMS Guidance Counselor	WAMS Guidance Counselor
Gawlak	Peter	WSMS PE/Health	WSMS PE/Health
Gerol	Faithe	WAMS Social Studies MS	WAMS Social Studies MS
Gluz	Debra	Academic Acad. Math MS	Academic Acad. Math MS
Greene	Lucia	International Dual Language School Counselor	International Dual Language School Counselor
Grendzinski	Katie	Maloney Special Ed	Maloney Special Ed
Gromko	Jill	Bunker Hill Special Ed	Bunker Hill Special Ed
Guerin	Sarah	Reed Gr 4	Reed Gr 4
Guerrera	Juliana	Carrington Gr 2	Carrington Gr 2
Guichardo	Betty	Districtwide Social Worker	Districtwide Social Worker
Harris	Marquis	Wilby ELA	Wilby ELA
Hartsoe	Kelsey	Kennedy ELA	Kennedy ELA
Hitchcock	Amanda	Crosby Guidance Counselor	Crosby Guidance Counselor
Hollowell	Caitlin	Tinker Gr 4	Tinker Gr 4
Howard	Annalee	WSMS Social Studies Gr 7	WSMS Social Studies Gr 7
Howe-Green	Ingrid	WAMS Dance	WAMS Dance
Hubeny	Carolyn	State Street Special Ed MS	State Street Special Ed MS
Isaku	Ermira	Wallace ESL	Wallace ESL
Jamele	Marissa	Walsh Gr 1	Walsh Gr 1
Jester	Kristen	Districtwide Social Worker	Districtwide Social Worker
Kershaw	Tania	International Dual Language Gr 2 Spanish	International Dual Language Gr 2 Spanish
Klesyk	Mary	Bucks Hill Gr 5	Bucks Hill Gr 5
Laemmerhirt	Jillian	Washington Special Ed	Washington Special Ed
LeBlanc	Danielle	WAMS Art Visual	WAMS Art Visual
Lorenzini	John	Wallace PE/Health	Wallace PE/Health

Magliaro	Alicia	WAMS Theater Gr 6-12	WAMS Theater Gr 6-12
Malkin	Jenna	International Dual Language Gr 2 English	International Dual Language Gr 2 English
Malota	Karen	WAMS Guidance Counselor	WAMS Guidance Counselor
Mancini	Sandy	Districtwide Social Worker	Districtwide Social Worker
McCarthy	Monica	Bunker Hill Gr 3	Bunker Hill Gr 3
McNellis	Christopher	NEMS Music	NEMS Music
Meyer	Paula	WSMS SEL Counselor	WSMS SEL Counselor
Monks	Kimberly	Reed Special Ed Elem. Gr K-3	Reed Special Ed Elem. Gr K-3
Morales	Barbara	Bunker Hill Gr 5	Bunker Hill Gr 5
Mulla	Julita	Sprague Gr 4	Sprague Gr 4
Nadolny	Karen	Generali Gr K	Generali Gr K
Nagle	Sandra	WAMS ELA Gr 7	WAMS ELA Gr 7
Neal	Gregory	Districtwide Social Worker	Districtwide Social Worker
Negron	Nicole	Wallace Math MS Gr 8	Wallace Math MS Gr 8
Nugai	Christopher	Wilby Social Studies	Wilby Social Studies
Orozco	Ryan	Wilby SROTC	Wilby SROTC
Ostrander	Charles	WAMS Tech Ed - Info Tech, Drone, & Robotics	WAMS Tech Ed - Info Tech, Drone, & Robotics
Pagnini	Roxana	Kennedy Business	Kennedy Business
Pastore- Quezada	Paula	Driggs Gr 1	Driggs Gr 1
Peralta	Jacqueline	Sprague Gr 3	Sprague Gr 3
Perez	Eric	Washington & Regan Split PE/Health	Washington & Regan Split PE/Health
Perkins	Christopher	Kennedy Computer Education	Kennedy Computer Education
Piggott	Taylor	Wendell Guidance Counselor	Wendell Guidance Counselor
Power	Stephanie	Wallace ESL	Wallace ESL
Proulx	Sarah	State Street Literacy Facilitator Elem.	State Street Literacy Facilitator Elem.
Ramnath	Vikaash	Districtwide SLP	Districtwide SLP
Riddick	DeAndre	Wilby ELA	Wilby ELA
Rolon	Margarita	WSMS Guidance Counselor	WSMS Guidance Counselor
Roth	Ellen	Wilby Special Ed	Wilby Special Ed
Sabino Urena	Erica	International Dual Language Pre-K English	International Dual Language Pre-K English
Salverino	Yesika	Crosby World Language - Spanish	Crosby World Language - Spanish
Sanchez	Maria	Kennedy Guidance Counselor	Kennedy Guidance Counselor
Sazo	Gustavo	Wilby Math	Wilby Math
Schwartz	Fatima	Districtwide Social Worker	Districtwide Social Worker
Senan	Naseem	Regan Gr 5	Regan Gr 5
Sgambati	Sheyenne	Sprague School Counselor	Sprague School Counselor
Sincuir	Sylvia	Wilby ELA	Wilby ELA
Smith	Leah	Wallace Math Gr 8	Wallace Math Gr 8
Smith	Meriah	Carrington Gr 4	Carrington Gr 4

Snyder	Raymond	Wallace Science Gr 8	Wallace Science Gr 8
Soeprasetyo	Preston	Wilby Business – Teaching Ed Rising	Wilby Business – Teaching Ed Rising
Sterling	Loraine	Crosby ELA	Crosby ELA
Stevenson	Melissa	Hopeville Gr K	Hopeville Gr K
Stolfi	Christine	Kennedy Special Ed - STEP 2 NVCC Program	Kennedy Special Ed - STEP 2 NVCC Program
Taft	Nancy	Wilby Social Studies	Wilby Social Studies
Tonner	Gina	Bunker Hill Gr 3	Bunker Hill Gr 3
Torres-Dozier	Bianca	Districtwide Social Worker	Districtwide Social Worker
Tucker	Alexis	International Dual Language Gr 1 English	International Dual Language Gr 1 English
Tuttle	Heidi	Wilby ELA	Wilby ELA
Velez	Crystal	Crosby Science - Chemistry	Crosby Science - Chemistry
Veneziano	Ellen	Crosby Math	Crosby Math
Vidal	Nelly	International Dual Language School Biliteracy Coach	International Dual Language School Biliteracy Coach
Walsh	Conor	Wilson Special Ed - BDLC	Wilson Special Ed - BDLC
Williams	Richard	Wallace Math Gr 6	Wallace Math Gr 6
Zaghloul	Samar	Bucks Hill Gr 1	Bucks Hill Gr 1
Zaino	Anthony	NEMS ELA Gr 7	NEMS ELA Gr 7
Zappone	Evette	Wilby Special Ed	Wilby Special Ed
Zold	Kristine	Sprague Special Ed	Sprague Special Ed
<u>Name</u>		<u>From:</u>	<u>To:</u>
Albanese	Thomas	Washington Gr 4	Washington Gr 2
Bouteiller	Jessica	Wilson Gr 4	Rotella Gr 5
Carpenter	Ryan	NEMS ELA Gr 8	Wendell ELA MS Gr 6-8
Cassidy	Haley	Rotella Gr 4	Rotella Special Ed
Cavanaugh	Ellon	State Street Art	Crosby Art
Cruess	Steven	Bunker Hill Gr 5	WSMS Science Gr 6
DeMatteis	Jennifer	Bunker Hill Literacy Facilitator	Washington/International Split Literacy Facilitator
DeSantis	Paula	KHS FCS - Home Economics	WCA Human Services
Deveau	Heather	KHS Tech Ed – Video Prod.	KHS Tech Ed - Construction
Fitzgerald	Molly	Kingsbury Gr 4	Rotella Gr 4
Machado	Mary	Generali Gr 1	Rotella Gr K
Mecca	Kaylie	Sprague Gr 4	Maloney Gr 1
Mirto	Selma	Wilson Gr 1	Tinker Gr K
O'Donnell	Patricia	Chase Literacy Title I	Sprague Literacy Facilitator
Palmer	Christina	Carrington Gr 1	Carrington Gr 5
Raidhi	Ariola	Walsh Gr 1	Walsh Literacy Title I
Rivera	Michael	Carrington Art	WAMS Art-Visual
Scarborough	Tracy	Regan Gr 5	Carrington Gr 1
St. Germain	Lauren	Kingsbury Gr 3	Driggs Literacy Facilitator
Stasaitis	Heather	Sprague Gr K	Rotella Gr K
Tramontanis	Brittany	Tinker Gr 3	Tinker Gr 5
Vaccaro	Blair	Crosby ELA	WCA ELA
Zinno	Amanda	Wilson Gr 1	Tinker Gr K

15.5 Retirements:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Vega, Betzaida	WCA/Wilson ESL	06/30/23
Colgan, Mary J.	NEMS Physical Ed/Health	06/30/23

15.6 Resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Davis, Jenkins	KHS Special Education	02/06/23
DeRario, Erin	Tinker Grade 5	12/22/22
Guerin, Sarah	Reed Grade 4	01/20/23
Koeppel, Denise	Kingsbury	12/19/22 (AWOL)
Mason, Kayla	Hopeville Grade 1	12/23/22
Procyk, Pamela	Regan School Counselor	12/21/22 (change)

16. Executive Session

17. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #10.1

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve a Concurrent Enrollment Agreement/College and Career Pathways (CCP) Memorandum of Understanding with Naugatuck Valley Community College (NVCC) and Waterbury Career Academy for a five-year period to provide college credit for eligible students, subject to any non-substantive changes approved by the Corporation Counsel's Office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #10.2

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve an Agreement with Southern Connecticut State University, through July 1, 2027 and at no cost, to provide field and clinical placements and offer graduate classes to district employees, subject to any non-substantive changes approved by the Corporation Counsel's Office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.3

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Southwestern Industries, Inc. d/b/a TRAK Machine Tools, to provide, deliver, and install ProtoTrak KMX CNC controls and related accessories at Waterbury Career Academy, subject to any non-substantive changes approved by the Corporation Counsel's Office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.4

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with The S/L/A/M Collaborative, Inc. through December 30, 2024 to provide Expanded Educational Facilities Feasibility Study in regards to the renovation and expansion of the International Dual Language School and the expansion of Maloney Magnet School, subject to any non-substantive changes approved by the Corporation Counsel's Office.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7476
for
Expanded Educational Facilities Feasibility Study
between
The City of Waterbury, Connecticut
and
The S/L/A/M Collaborative, Inc.

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and The S/L/A/M Collaborative, Inc. (the "Consultant"), located at Somerset Square, 80 Glastonbury Blvd, Glastonbury, Connecticut, a State of Connecticut duly registered domestic corporation. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to RFP No. 7476 for Expanded Educational Facilities Feasibility Study; and

WHEREAS, the City selected the Consultant to perform services regarding RFP No. 7476; and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of, and Consultant shall provide, an Expanded Educational Facilities Feasibility Study in regards to the renovation and expansion of the International Dual Language School (IDLS) and the expansion of Maloney Magnet School. Consultant shall also provide assistance and support in preparing and submitting all requisite forms and the Grant Application for school building projects pursuant to, and in compliance, with Conn. Gen. Stat. §10-283. Furthermore, Consultant will meet all Milestones as stated herein and shall complete the following tasks: Task 1: Project Initiation and Organizational Meeting; Task 2: Enrollment Projections; Task 3: Educational Specifications (including Benchmarking); Task 4: Building and Site Evaluations; Task 5: Conceptual & Schematic Design (including addressing School Security guidelines and requirements); Task 6: Cost

Modeling and Cost Estimating (including assessment of hazardous building materials and the OSCG&R process); (Task 7 omitted as it is an optional additional service not included in the cost of this Contract); Task 8: Feasibility Report; Task 9: SCG-053 Form (Site Analysis for School Building Projects) Support; Task 10: Public Presentations & OSCGR Meetings); Task 11: Grant Application & Submission. Consultant will work with and meet with School District personnel and the Dept. of Administrative Services ("DAS"), Office of School Construction Grants & Review (OSCG&R) as necessary to successfully complete the Project and submit the Grant Application. Consultant shall ensure the Feasibility Report comports and complies with any and all applicable grant application requirements, laws, regulations, requirements and standards including, but not limited to, Conn. Gen Stat. §10-282, *et. seq.*, and the School Safety Infrastructure Standards ("SSIS"), as is all further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 City of Waterbury RFP No. 7476, consisting of 15 pages (excluding Attachment), attached hereto;
- 1.1.2 Addendum #1 to RFP No. 7476, dated November 18, 2022, consisting of 2 pages, attached hereto;
- 1.1.3 Consultant's Cost Proposal, dated November 29, 2022, consisting of 4 pages, attached hereto;
- 1.1.4 Consultant's Response to RFP No. 7476, consisting of 73 pages (excluding Sections 6 and 7 (incorporated by reference only)), attached hereto;
- 1.1.5 Consultant's City of Waterbury Contract Compliance documents, consisting of 9 pages, attached hereto;
- 1.1.6 Waterbury Public School District's "Facilities Master Plan" ("FMP") and Long Range Facilities Infrastructure Planning Study ("LRFPS"), incorporated herein by reference;
- 1.1.7 Certificates of Insurance, incorporated herein by reference;
- 1.1.8 Licenses, incorporated herein by reference;
- 1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, including Conn. Gen. Stat. §10-282, *et. seq.*, incorporated herein by reference;
- 1.1.10 Any and all amendment(s) and Change Orders issued by the City after execution of the Contract, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 Any Amendments to this Contract
- 1.2.3 This Contract
- 1.2.4 Consultant's Cost Proposal
- 1.2.5 Addendum #1 to RFP No. 7476
- 1.2.6 City of Waterbury RFP No. 7476
- 1.2.7 The Consultant's Response to RFP No. 7476

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations Regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations Regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The

Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the

Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

3.4. Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Consultant acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all reports, documents, materials, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such reports, documents, materials, items, services or functions necessary to successfully perform this contract are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity during the proposal process to

ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. If applicable or requested by the City, the Consultant shall deliver periodic, written reports to the City's using agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by an authorized signatory.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. Consultant shall commence all work and services required under this Contract upon execution of this Agreement by the Mayor ("Effective Date") and shall complete all work and services required under this Agreement by December 30, 2024 ("Contract Time") and in accordance with the following Milestones:

5.1. Milestones:

Task 1: Project Initiation & Organizational

Meeting ("Project Initiation") – within 25 days of Effective Date or 2/3/23

Task 2: Enrollment Projection Update – 44 days from Project Initiation or 2/22/23

Task 3: Educational Specifications – 72 days from Project Initiation or 3/22/23

Task 4: Desktop Site Evaluation – 30 days from Project Initiation or 2/8/23

Task 5: Conceptual Design - 121 days from Project Initiation or 5/10/23

Task 6: Cost Estimating - 135 days from Project Initiation or 5/24/23

Task 7: Renderings - 135 days from Project Initiation or 5/24/23

Task 8: Feasibility Report - 149 days from Project Initiation or 6/7/23

Task 9: SCG-53 (Site Analysis for School Building Projects) Support - 149 days from Project Initiation or 6/7/23

Task 10: Public Presentations - 157 days from Project Initiation but no later than 6/15/23

Task 11: Grant Application Submission – 165 days from Project Initiation or 6/23/2023
Grant Application Deadline - 6/30/23

5.2. The Consultant further that the Work will be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work.

6. Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The total fees payable to the Consultant shall not exceed **ONE HUNDRED THIRTY-NINE THOUSAND EIGHT HUNDRED DOLLARS (\$139,800.00)** for the entire term of this Agreement, with the basis of payment being more particularly set forth below and in the Consultant's Cost Proposal, dated November 29, 2022, attached hereto in **Attachment A** and as summarized below:

6.1.1 International Dual Language School \$69,800.00

6.1.2 Maloney Inter-District Magnet School \$70,000.00

TOTAL \$139,800.00

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1., above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City and said descriptions shall be based upon/correlate with the Consultant's Cost Proposal including the Lump-Sum Fee Breakdown and the Architects Standard Hourly Fee Schedule set forth in Attachment A.

6.2.1 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determined that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for RFP No. 7476 shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation

coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that the City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Consultant shall indemnify, defend (but not defend in the event of an errors and omissions claim), and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Consultant expressly understands and agrees that any insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Auto Liability:

\$1,000,000.00 combined single limit each accident any auto, all owned and hired autos

9.4.3 Workers Compensation:

WC Statutory Limits, Employer Liability (EL)

\$1,000,000.00 EL each accident

\$1,000,000.00 EL disease each employee

\$1,000,000.00 EL disease policy limits

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant at least ten (10) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Consultant receipt, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in

advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Consultant and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire,

tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Housing and Urban Development Section 3 Clause. (As applicable.) In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. Part 75, §§75.1 – 75.33 (formerly 24 C.F.R. Part 135, §135.38) may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

12.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other

understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

12.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to

pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement and the schedule set forth in Section 5 of this Agreement.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or

any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of

the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 7476 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 7476.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: The S/L/A/M Collaborative, Inc.
Somerset Square
80 Glastonbury Blvd
Glastonbury, CT 06033
Attn: Kemp Morhardt

City: The City of Waterbury
Attn: Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of

Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto execute this Contract on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name: _____

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print name: _____

Date: _____

WITNESSES:

THE S/L/A/M COLLABORATIVE, INC.

Sign: Michelle Metzler
Print name: Michelle Metzler

By: Kemp A. Morhardt

Sign: Janet A. Bracken
Print name: Janet A. Bracken

Date: 1/13/2023

ATTACHMENT A

1. City of Waterbury RFP No. 7476, consisting of 15 pages (excluding Attachments A-D), attached hereto;
2. Addendum #1 to RFP No. 7476, dated November 18, 2022, consisting of 2 pages, attached hereto;
3. Consultant's Cost Proposal, dated November 29, 2022, consisting of 4 pages, attached hereto;
4. Consultant's Response to RFP No. 7476, consisting of 73 pages (excluding Sections 6 and 7 (incorporated by reference only)), attached hereto;
5. Consultant's City of Waterbury Contract Compliance Documents, consisting of 9 pages, attached hereto;
6. Waterbury Public School District's "Facilities Master Plan" ("FMP") and Long Range Facilities Infrastructure Planning Study ("LRFPS"), incorporated herein by reference;
7. Certificates of Insurance, incorporated herein by reference;
8. Licenses, incorporated herein by reference;
9. All applicable Federal, State, and local statutes, regulations charter and ordinances, including Conn. Gen. Stat. §10-282, *et. seq.*, incorporated herein by reference;
10. Any and all amendment(s) and Change Orders issued by the City after execution of the Contract, incorporated herein by reference.

REQUEST FOR PROPOSAL #7476
BY
THE CITY OF WATERBURY
Education Department
Waterbury Public Schools
for
PROFESSIONAL SERVICES
EXPANDED EDUCATIONAL FACILITIES FEASIBILITY STUDY

A. Background and Intent

The Waterbury Public Schools include a diverse cross section of students, staff, parents and community partners. The School District is currently comprised of 18,560 students and greater than 30 School Buildings and Programs, including Pre-K, Elementary, PreK-8, Middle School, High School and other educational programs, including three Inter-District Magnet Schools. The School District also maintains a Central Office Building and other Office space for various Administrative and Services departments including Early Childhood, Welcome Center, Facilities and Food Services. The City of Waterbury has experienced modest population growth over the last decade, growing by 3.7% to 114,403 residents, according to the year 2020 census.

The School District is currently endeavoring to execute on the newly developed Facilities Master Plan (FMP). The scope of this study pertains to the year 2023 Grant Application constituent of the FMP.

Funding for the FMP projects identified herein will be requested through the application process by The School District, in accordance and compliance with State of Connecticut General Statutes - Public School Building Projects - Chapter 173 § 10-283.

The Waterbury Public Schools District, hereafter: "The District", recently contracted an architecture and planning/programming firm to perform a Long-Range, Facilities Infrastructure Planning Study (LRFPS) for The District's educational facilities. The study performed included the following scope of work:

1. Student enrollment projections of the next ten years based on demographic trends.
2. Curricular and programmatic priorities identified in the Waterbury Strategic Plan, consistent with the Mission, Vision and Core Values adopted by the Board of Education.
3. Programming and quality of existing educational infrastructure through a Facilities Condition Assessment (FCA); including prioritized recommendations for repair, renovation, replacements, re-purposing and/or consolidation, as needed to meet current building codes, energy use and quality standards.
4. Developing scenarios for optimal facility utilization for the next ten years and prepare the FMP.

5. Custodial and Maintenance Staffing needs analysis consistent with industry standards related to square footage cleaning metrics of Education facilities and similar best in class metrics for service worker staffing.
6. Determine the most efficient use and allocation of resources given forecasted demographics, forecasted enrollment, capacity of existing schools and other relevant variables such as: the condition of the building envelope, systems infrastructure as well as curricular and programmatic priorities.
7. Compare and contrast The District's current classroom and academic programming and configuration to best in class, modern learning environments and provide a roadmap for achieving those aspirations for The District.
8. Present and propose to the Board of Education a range of possible alternatives to the current use of facilities, configuration, infrastructure, practices, and procedures. Taking into consideration their relevant implications including, but not limited to, budget, facilitation of academic programs, impact on children and families, existing regional magnet school obligations, busing/transportation logistics and legislative requirements and mandates.

Based on the outcome of the LRFPS performed, as referenced, several project recommendations were put forward by the contracted consulting firm to realize the Phase I Project scopes of work indicated within the FMP. These projects shall be included in the June 2023 Grant Application period.

B. Qualifications

Eligible consultants/firms will have the following minimum qualifications:

1. Experience analyzing enrollment projections as well as other demographic data and how the data relate to physical space requirements and making viable recommendations based on those projections and requirements.
2. Ability to effectively communicate in a comprehensive and timely manner with Civil Servant representatives for The City, The District and any, all third-party consultants representing The District in an official manner.
3. Ability to provide full services to the project including engineers, architects, and other experts needed to evaluate the options associated with the proposed Scope of Work and associated Deliverables listed in Section II of this RFP document
4. Experience with needs assessment and programming the K-12 educational context.
5. Experience with infrastructure evaluation and design of K-12 educational facilities.

6. Ability to identify any facilities issues that are foreseeable beyond the 10-year period and provide recommendations to address or mitigate these issues.
7. Demonstrated working knowledge of federal and state laws and regulations pertaining to school buildings, their educational requirements, construction and building standards, including the Connecticut Office of School Construction Grants and Review and Bond Projects awarded through the Department of Administrative Services (DAS).
8. Working knowledge and understanding of current best practices for curriculum and educational trends.

C. Scope of Services

The in-scope recommendations consist of the following Feasibility Study elements:

1. Renovate and Expand International Dual Language School (IDLS) to accommodate PK-8 configuration. Renovate-as-new and construct addition to PK-8 at least to two (2) sections per grade.
 - a. IDLS is a new program instituted two years ago with popular demand from the community. The current facility is not large enough to house the program beyond grade level three (3) and expected to outgrow the current facility within 2-3 years. The Study will indicate how best to expand and renovate the existing facility into a PreK-8 program for two (2), or possibly four (4) classrooms per grade level for approximately 476, or 952 students respectively. The size of the expanded IDLS will be dependent on how large of a building the site logistics can support.
 2. Expand Maloney Magnet School to house grades 6 through 8. Including the option of leasing of the existing St. Anne's School and renovate as an annex to house grades 6-8 (4-sections per grade).
 - a. Maloney is currently a four (4) classroom per grade PreK-5 facility. There is significant demand from the families that attend the school for their children to continue in the magnet program throughout grades 6-8. The school's current site is too small to permit this expansion, however there is an unoccupied parochial school building on the neighboring St. Anne's parcel, which may be available for lease to enable the expansion of the program. The Study will assess the existing parochial school for suitability of use and determine what shortfalls exist, if any, between the two neighboring facilities to sufficiently accommodate a four (4) classroom per grade 6-8 cohort.
- A. This Request for Proposal (RFP) is being issued for professional consulting services. The selected consultant/firm shall be provided a copy of the WPS FMP by request during the RFI portion of this RFP, according to The District's bidding process.
- The successful bidder shall collaborate with, guide, and advise the Board and, among other tasks, shall be required to:

1. Provide a Feasibility Study (hereafter: The Study) for executing the work identified in the FMP and as referenced above. The project shall include the following elements and deliverables:
 - a. Perform a topical and cursory quality review of the statistical elements of the FMP, inclusive of the strategic, logistical, demographic, and programmatic aspects of the FMP as it pertains to the listed Phase I scope recommendations.
 - (i) Provide a brief summary detailing any concerns, deficiencies, errors or omissions within the existing FMP, Phase I recommendations and any/all recommendations for improvement.
 - b. Collaborate and facilitate interviews with The District's Academic stakeholders to ensure that the new construction recommendations listed in the FMP will comply with The District's strategic initiatives, including planned academic programming and achievement goals.
 - (i) Deliver a summary report of findings and recommendations.
 - c. Collaborate and facilitate interviews with The District's Operations stakeholders to ensure that the new construction recommendations listed in the FMP, Phase I recommendations will allow The District's existing capacity and capabilities to support the new construction while either maintaining the existing facility viable or identifying any needed swing space for the transportation and educational needs of the students in the impacted communities.
 - d. Provide period expense estimates associated with the proposed new construction recommendations including: any increased support services staffing, transportation, pedestrian and vehicular traffic logistic considerations, energy and GHG impact and any other anticipated challenges.
 - e. Provide a minimum of two (2) phasing options, including the most viable locations for the expansions/additions to the IDLS and Maloney Magnet Schools
 - (i) Provide a detailed project plan with construction schedule and logistical impact outcomes that could drive the need for temporary swing space or other construction contingencies.
 - (ii) Prepare and provide Conceptual Design for the option selections and Schematic Design for the selected options.
 - (iii) Prepare and provide preliminary cost models for the initial conceptual site/building design options and present to The District and the City stakeholders. The cost models will include costs for site development, building construction, project delivery method, owner soft costs and

associated project incidentals. Cost models will also estimate the costs eligible for state reimbursement and track the net cost to the district in the context of the Connecticut school construction grant program.

- (iv) Provide a detailed cost estimate, project phasing (as applicable) including owner costs and escalation. The cost estimate will be itemized to Level 2 Unifomat as required by OSCG&R and uploaded to the state BizNet system in support of the grant application requirements.
- (v) Present both the Conceptual and SD plans to both City government and Community stakeholders through a minimum of two (2) separate engagement meetings.
- (vi) Develop Educational Specifications for the projects identified under this Scope of Work. Educational specifications shall be prepared in accordance with grant application requirements set forth by the Office of School Construction Grants and Reimbursement (OSCG&R). The Specifications shall include:
 - (1) Written rationale and justification of the educational need for projects, including an overview of the long-range educational plan
 - (2) Educational activities which will be supported by the new programs upon completion.
 - (3) Types of spaces which best accommodate program requirements including identification and description of specialized equipment, support space, building systems, interior building environmental and site development.
 - (4) Information on Construction Bonus Requests and Community Uses (if applicable).
- (vii) Provide Grant Application support and prepare updated enrollment projections for the IDLS PK-8 and Maloney PK-8 in support of the pending grant applications. Updated projections will be presented as an addendum to the master plan projections for these two schools. Previous 2021 enrollment projections can be used for the IDLS School at 2 sections per grade.
- (viii) Perform Site evaluations and compile site information from existing base maps, aerial photos, geographic information systems and physical site observations. An Existing Conditions Inventory & Evaluation plan shall be prepared for each site, which will highlight the characteristics of the site and serve as a baseline to inform conceptual development options. The focus of the evaluation shall be:

- (1) Site features (topography, soils, bedrock, wetlands, flood plains, CT, DEEP Natural Diversity Database features.
 - (2) Existing built environment (e.g., buildings, retaining walls, envelope etc.)
 - (3) Logistics for site access, pedestrian and vehicular circulation, snow removal and parking.
 - (4) Utilities and associated infrastructure features
 - (5) Local & State regulatory requirements (land use zoning, DEEP, OSTA requirements, local health dept., etc.)
 - (6) Opportunities to add outdoor activities program space for use by the schools, based on Educational Specifications
 - (7) School security impact to options scope according to Educational Specifications and best practices
- (ix) Provide Site Analysis information and filing assistance/support for SCG-053 school building projects form required prior to the Grant application.
- (x) Provide an Environmental Site Assessment (ESA) Phase for each school site and include in full as an attachment to each grant application.
- (xi) Scope of Work activities and Deliverables pricing for the Feasibility Study shall be itemized by category, including hours proposed by professional Discipline.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from the date a contract is fully executed to be fully completed by no later than Decemebr 31, 2024.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an “A-“ Best’s Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on November 14, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by November 18, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by Superintendent of Schools or other designee on behalf of Waterbury Public Schools.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of **(120)** days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did

not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Exhibit B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **(7)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on November 29, 2022. Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's

authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City

may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.
8. Proposals shall be received from Proposers for the furnishing of all services necessary to perform the services for a Feasibility Study described in The Scope of Services. Pricing submitted with the Proposal must encompass all design, implementation, support, licenses and hardware/software acquisitions necessary for development and implementation of this project. If the price excludes certain fees or charges, either recurring or nonrecurring, the Proposer must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.
9. Proposer's responses to information requested will be used to evaluate each Proposer's capability to provide proper and satisfactory services as required pursuant to these Proposal Documents. Upon request of the Board, a Proposer who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Proposers may be asked to provide additional information, to meet with the Board to discuss their Proposal, or to address such other issues as deemed important by The District. One or more proposers may be selected to participate in interviews or negotiations concerning contract price or the nature and scope of services to be provided. Any additional information and the results of negotiations shall be incorporated into the Contract for services between the Board of Education and the Contractor.
10. Any modification to the Proposal Documents will be made by Addendum. Any Addendum will be provided electronically to all persons that have requested these Instructions to Proposers. Each Proposer shall confirm prior to submitting its Proposal that it has received all Addendum.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K.Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L.Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M.State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the

Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Proposal Requirements

- A. The Proposal shall be submitted with all of the information described in this Article O.
- B. All Proposers must read and fill out the reference check form attached as Exhibit C ("Reference Check"). The references must be from entities that had similar projects. The Proposer, by submitting a Proposal, hereby authorizes the Board or its authorized agent to contact such references listed on the Reference Check without obtaining any additional or further consent from the Proposer. Such Reference Check is incorporated into and made a part of its Proposal.
- C. Each Proposer must declare that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it

is in all respects fair and without collusion or fraud and that no person acting for or employed by the Board is directly or indirectly interested in the Proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached as Exhibit D, attached hereto and made a part hereof.

- D. Each Proposer must fill out the Certification and the "Proposal Form" in the form of Exhibit A. This price shall remain firm for sixty (**120**) days after the opening date.
- E. Proposers shall include with their Proposal Form, Exhibit A, a detailed overview of all applicable warranties, including exclusions. Proposers must detail the responsibilities it will ask the Board to assume and describe any Proposer services provided during the warranty period. Complete warranties must be clearly specified. The location or agent responsible for servicing this account must be clearly stated.
- F. Each Proposer shall include as part of its Proposal a Letter of Transmittal signed by a principal of the firm, not to exceed two pages, describing the firm or team and its qualifications, and why it is the best firm for this project.
- G. Each Proposer shall include as part of its Proposal a Statement of Qualifications to include at least, but not necessarily limited to, the following:
 - 1. Name and address of the firm. Indicate who the contact person and lead person will be and provide a phone number, fax number and email address.
 - 2. A description of the proposal including how the firm intends to approach the assignment and an overview of the proposed team who will be working on the project and the tasks they will be responsible for, including names and resumes of the proposed team.
 - 3. The firm's experience doing the type of project described in the Proposal Documents including a list and description of the projects that the firm has been involved with in the past five years that are similar to the scope and challenges of this project. An example of a previous work product is desirable.
 - 4. A timeline with key milestones required to complete the project, and in accordance with the dates in Section VII.A. below.
 - 5. The period of time that the firm has been in business.
- H. The Proposer shall include as part of its Proposal a list of deliverables (data, information and/or other assistance) needed from the Board related to the services for a Feasibility Study.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

November 18, 2022

RFP 7476 Professional Services for Expanded Educational Facilities Feasibility Study

Please refer to the questions and answers below.

Question: The International Dual Language School is currently grades K-2 with plans to grow to K-8. It now has students from Waterbury only. How much do you plan to grow? One grade per year? Contingent on a new building? Will the school remain intra-district?

Answer: One grade per year.

Question: Is the Maloney plan to go from K-5 to K-8 by adding a grade per year?

Answer: Yes, by adding one grade per year.

Question: Part C Scope of Services: Paragraph A1e(ii): Please clarify the minimum expectations for Schematic Design deliverables and Conceptual Design deliverables.

Answer: Conceptual Design will include collaboration with stakeholders on programmatic goals and develop the program with list of needs, uses and constraints, such as adjacencies, square footage requirements, prioritizations, site analysis for codes regulations and logistics and program schedules with budgets for the options. Deliverables will be design narratives with illustrations.

Schematic design will be further development of options agreed to after Conceptual Design including site plans, floor plans elevations, site logistics (i.e. geotech, civil, landscape, parking, traffic flow. Deliverables shall be SD drawing sets, schedules and budgets.

Question: Part C Scope of Services: Paragraph A1e(xi): This item requests pricing for deliverables to be itemized, inclusive of hours proposed by professional discipline. The bid form has a single lump-sum amount. Will a revised bid form be provided listing the itemized components for which break-out pricing is requested?

Answer: Based on the RFP scope, bidders shall provide pricing per each element of the study, yet a lump sum is still required.

Question: Are the documents on pages 50-63 of the RFP required as part of this proposal or submitted after selection?

Answer: Pages 50-59 and page 62 need to be filled in and submitted with the proposal. Corporate and/or Limited Liability Resolution on pages 61 and 62 as well as insurance on page 63 would be signed and/or submitted prior to signing a contract with the City.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury



November 29, 2022

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury, Room 103
235 Grand Street
Waterbury, CT 06702

RE: City of Waterbury Education Department RFP 7476 for: Expanded Educational Facilities Feasibility Study

Dear Mr. McCaffery:

We are pleased to provide the attached fee proposal for the above noted project. We believe our team has covered the scope components requested in the RFP to the degree necessary to provide the City with high quality service and:

- accurate enrollment projections,
- thoroughly developed educational specifications,
- programmatic and technically sound concept design options & schematic design,
- accurate and thorough construction cost estimates that **ensure the correct budgets are set for the projects.**
- comprehensive feasibility study report,
- professional representation at City Board meetings, and
- state grant application support.

As requested in the RFP, Part C Scope of Services, paragraph A1e(xi), we have provided a breakdown of our lump-sum fee proposal as an attachment to the Exhibit A Proposal Form. We have also included an hourly rate schedule.

We appreciate your consideration of our team's unique credentials and expertise presented in our written proposal and welcome the opportunity to work with the City of Waterbury and Waterbury Public Schools on this exciting project. Please contact me at kmorhardt@slamcoll.com, or 860-368-4221 (office), 860-712-9233 (cell) with any questions.

Respectfully submitted,

The S/L/A/M Collaborative, Inc.

Kemp A. Morhardt, AIA, NCARB
Principal and Officer

CT Registered Architect: 14580


- Enclosures:
1. SLAM – RFP #7476 – Exhibit A - Proposal Form (1 page)
 2. SLAM – RFP #7476 – Fee Budget Worksheet – Lump-Sum Fee Breakdown (1 page)
 3. SLAM – RFP #7476 – Hourly Fee Schedule (1 page)
 4. SLAM – Insurance Acord (1 page)

REQUEST FOR PROPOSAL #7476

EXHIBIT A

PROPOSAL FORM

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the services for a Feasibility Study hereby proposes and agrees to fully perform the services for a Feasibility Study within the time stated and in strict accordance with the Proposal Documents and the "City of Waterbury Form Contract for Professional Services" including furnishing any and all labor and materials, and to do all of the services for a Feasibility Study required to complete said services in accordance with the Proposal Documents and the "City of Waterbury Form Contract for Professional Services," for the following sum of money:

EXPANDED EDUCATIONAL FACILITIES FEASIBILITY STUDY
List any warranties or exclusions: Refer to Scope of Services component of written proposal.
\$ 139,800.00 (\$ 69,800 International Dual Language School + \$ 70,000 Maloney Inter-district Magnet School) Refer to the attached lump-sum fee breakdown for more information.
Total Proposed Cost in Dollars and Cents
One hundred thirty-nine thousand eight hundred dollars and zero cents
Total Proposed Cost Written in Words
Proposer's Name: Kemp A. Morhardt, AIA
Proposer's Title: Principal, Secretary
Proposer's Company: The S/L/A/M Collaborative
Proposer's Address: 80 Glastonbury Boulevard, Glastonbury, CT 06033
Proposer's Signature: 
Date: November 29, 2022

Waterbury Public Schools RFP #7476 - Fee Budget Worksheet - Lump-Sum Fee Breakdown

Date: November 29, 2022

Task Description	Int/Dual Language PK8 Study		Maloney PK8 Study	
	Fee	Remarks	Fee	Remarks
Task 1 – Project Initiation & Organizational Meeting & Data Gathering	\$ 3,000		\$ 3,000	
Task 2 – Enrollment Projection Update	\$ -	Use 2021 projections	\$ 1,000	
Task 3 – Educational Specifications	\$ 10,000		\$ 10,000	
Task 4 - Limited Site Evaluation	\$ 9,100	Excludes Geotech and wetlands	\$ 8,300	Excludes Geotech and wetlands
SLAM Architecture - Field Visit		\$ 2,000		\$ 2,000
SLAM Landscape Architecture - Field Visit		\$ 1,000		\$ 1,000
Eagle Env. (Ph-1 ESA)		\$ 3,000		\$ 3,000
Eagle Env. (High level BM Assessment and opinion of abatement costs)		\$ 2,600		\$ 1,800
Task 5 - Conceptual/ Schematic Design	\$ 30,700	Two (2) Options	\$ 30,700	Two (2) Options
SLAM Project Management		\$ 2,200		\$ 2,200
SLAM Architecture		\$ 12,000		\$ 12,000
Benesch Landscape Architecture		\$ 8,000		\$ 8,000
Benesch Civil		\$ 1,000		\$ 1,000
Studio AED - MEP		\$ 3,000		\$ 3,000
Task 6 - Cost Estimating	\$ 10,000	One (1) estimate of preferred option	\$ 10,000	One (1) estimate of preferred option
Task 7 – Renderings	\$ -	Available as an additional service	\$ -	Available as an additional service
Task 8 – Feasibility Report	\$ 2,000		\$ 2,000	
Task 9 - SCG-013 - Site Analysis for School Building Projects - Form Completion	\$ 000		\$ 000	
Task 10 – Public Presentations & OSCG&R Meetings	\$ 2,000		\$ 2,000	
Task 11 – Grant Application Submission	\$ 1,000		\$ 1,000	
Expenses	\$ 000		\$ 000	
Total	\$ 69,800		\$ 70,000	



CITY OF WATERBURY, CT
RFP 7476 - EDUCATIONAL FACILITIES PLANNING STUDY

ARCHITECT'S STANDARD HOURLY FEE SCHEDULE

The S/L/A/M Collaborative, Inc.:

Architecture

Principal	\$ 295.00
Proj. Manager / Sr. Proj. Manager	\$ 155.00 / \$ 195.00
Cost Estimator / Sr. Cost Estimator	\$ 140.00 / \$ 195.00
Project Architect / Sr. Project Architect	\$ 140.00 / \$ 175.00
Design Architect / Sr. Design Architect	\$ 150.00 / \$ 190.00
Planner / Sr. Planner	\$ 160.00 / \$ 190.00
Staff Architect / Sr. Staff Architect	\$ 95.00 / \$ 130.00
Specifications Writer	\$ 160.00
Construction Representatives	\$ 160.00
Support Staff	\$ 95.00

Interior Design

Principal	\$ 295.00
Sr. Interior Designer	\$ 140.00
Interior Designer	\$ 100.00

Structural Engineering

Principal	\$ 295.00
Structural Engineer	\$ 170.00
Staff Engineer	\$ 105.00

Landscape Architecture

Principal	\$ 295.00
Landscape Architect	\$ 140.00
Landscape Design Staff	\$ 90.00



SLAM

PROPOSAL FOR ARCHITECTURAL SERVICES

RFP #7476

CITY OF WATERBURY
EDUCATION DEPARTMENT
WATERBURY PUBLIC SCHOOLS

EXPANDED EDUCATIONAL FACILITIES
FEASIBILITY STUDY

NOVEMBER 29, 2022



November 29, 2022

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury, Room 103
235 Grand Street
Waterbury, CT 06702

RE: City of Waterbury Education Department RFP 7476 for: Expanded Educational Facilities Feasibility Study

Dear Mr. McCaffery:

We are pleased to provide our Qualifications and Proposal for the development of feasibility studies for expansion of the International Dual Language school and Maloney Inter-district Magnet School. We have assembled a highly experienced team with expertise in each of the component areas of the project as outlined in your Request for Proposal.

We welcome the opportunity to continue our relationship with the City of Waterbury and Waterbury Public Schools on their school facilities program after recently completing the Long Range Facilities Planning Study in October 2022. Our teams' in-depth knowledge of the existing facilities condition and long-term plan will allow us to start work immediately with zero ramp-up time.

SLAM has extensive experience in the planning and design of public schools in Connecticut at all grade levels. With a studio of professionals dedicated specifically to understanding and advancing public education, our project team led by myself as Principal-In-Charge/Project Manager will be committed to the success of your project. We offer the following:

- SLAM is a registered architect in the State of CT; we were incorporated in 1976 and have remained in continuous operation since that time;
- Our relevant experience spans 46 years of professional architectural practice, with a studio dedicated to the assessment, programming, planning and design of numerous PreK-12 schools for varied community settings throughout New England;
- SLAM has recently completed several district-wide master planning studies and project specific grant application support services for the CT districts of Cheshire, Groton, Hartford, New Haven, Ridgefield, Southington, Stamford, Waterbury, and Wethersfield, within the past 5 years. Those studies included enrollment projections, educational specification development, feasibility, conceptual/ schematic design, and grant application support services to those districts;
- SLAM has teamed with StudioJAED, Alfred Benesch & Associates and Eagle Environmental respectively for the MEP consulting, civil engineering and hazardous building material & site environmental services. We have extensive experience with each of these firms on public education projects in Connecticut and Rhode Island;

The S/L/A/M Collaborative Inc.
Somerset Square, 80 Glastonbury Blvd, Glastonbury, CT 06033

o 860 657.8077 www.slamcoll.com

CA CO CT FL GA IA MA PA



- SLAM and StudioJAED recently completed the Waterbury Public Schools Long-Range Facility Planning Study and thus have detailed knowledge of the school facilities' condition and long-range plan;
- Our studio leadership maintains strong relationships with the Office of School Construction Grants & Review (OSCGR) personnel and leads our K-12 studio in maintaining a current knowledge of policy and procedural changes within OSCGR, including state legislative actions affecting school construction projects.

We appreciate your consideration of our team's unique credentials and expertise presented herein and welcome the opportunity to work with the City of Waterbury and Waterbury Public Schools on this exciting project. Please contact me at kmorhardt@slamcoll.com , or 860-368-4221 (office), 860-712-9233 (cell) with any questions.

Respectfully submitted,
The S/L/A/M Collaborative, Inc.

Kemp A. Morhardt, AIA
Principal



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SECTION ONE

PROPOSER INFORMATION







PROPOSER INFORMATION

FIRM NAME

The S/L/A/M Collaborative, Inc. (SLAM)

PERMANENT MAIN OFFICE ADDRESS

80 Glastonbury Boulevard
Glastonbury, CT 06033

DATE FIRM ORGANIZED

1976

LEGAL FORM OF OWNERSHIP (WHERE INCORPORATED)

Corporation - State of Connecticut

NUMBER OF YEARS IN SERVICE UNDER PRESENT NAME

46 years

NAMES, TITLES, REPORTING RELATIONSHIPS AND BACKGROUND INFORMATION ON PRINCIPAL MEMBERS OF THE FIRM, INCLUDING OFFICERS

SLAM is governed by a Board of Directors consisting of the following 8 Shareholders:

1. Ansel, Steve
2. Coles, Greg
3. Finucane, Terri
4. Herrick, Kevin
5. Kantor, Dan
6. Morhardt, Kemp
7. Polvino, Richard
8. Pulito, Bob

Background information on directors/officers of the firm follow.

Notable Projects/Clients

- University of Notre Dame
- Englewood Hospital
- Danbury Hospital
- Vassar College
- Hopkins School

Notable Projects/Clients

- Kaiser Permanente, Murrieta Medical Office Building
- Kaiser Permanente, Independence Park Administrative Building
- University of Southern California, Keck School of Medicine
- UCLA Executive Architect for Blanket EDPA
- Studio 1016 Office Renovation



STEVEN W. ANSEL, AIA, ACHA - PRINCIPAL

Steve has been affiliated with SLAM since 1977. His work for the firm includes facilities master planning and design on a wide range of healthcare and educational projects. Throughout his career, Steve is especially interested in creating high quality traditional buildings that embrace modern-day technology, with a sensitivity to the unique character of each campus.

Education

M. Arch., Yale University
B. Arch., Harvard University

Registrations

AL, CT, GA, IN, MA, MD, MI, NJ, NY, OH, RI, VA, VT, NCARB certified



GREGORY COLES, AIA - PRESIDENT

Greg has been with the firm since 1990. A talented architect possessing a variety of skills, he often leads the LA Studio during the pre-design and overall strategy sessions at the onset of the project with the design team and client. Greg has over 28 years of experience in space planning, programming, tenant improvement projects, and ground-up buildings. Greg has had experience in managing, directing, and designing projects in nearly every building type throughout his career.

Education

B. Arch., California State Polytechnic University

Registrations

CA, MA

Notable Projects/Clients

- The Hartford
- Pfizer, Inc.
- Harvard University
- Emory University
- Vassar College

Notable Projects/Clients

- Emory University
- MIT Graduate Housing
- Montclair State University
- Notre Dame of Maryland University School of Nursing
- Purdue University
- Rutgers University



TERRI L. FINUCANE, IIDA - CHAIRPERSON

Terri is a Chairperson of the firm, member of the Board of Directors, and Studio Leader for the Interior Architecture Studio. She joined the firm in 1983 and has managed and designed numerous significant projects for leading corporate and educational clients. Terri is a workplace design expert with strong communication skills and extensive experience in project management, planning, space programming and design.

Education

B.S., University of Connecticut

Registrations

NCIDQ



KEVIN HERRICK, AIA - PRINCIPAL

Kevin is a Principal of the firm and the Market Leader for Higher Education. With over 30 years international experience in the industry, he brings a distinctive set of skills to projects and a personal commitment to clients and project teams. In addition to award-winning design expertise, he possesses a broad range of project management experience. This unique blend of conceptual and hands-on abilities has made him a sought-after project leader at all levels of educational design.

Education

B.A., Roger Williams University

Registrations

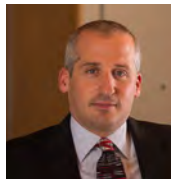
CT, NJ, MA, NCARB certified

Notable Projects/Clients

- Providence College, Ruane Center for the Humanities

Notable Projects/Clients

- Gilmartin PreK-8 School
- Waterbury Career Academy
- Groton Middle School
- Journalism & Media Academy
- Weaver High School
- Torrington Middle/High School
- Bulkeley High School



DANIEL S. KANTOR - TREASURER

Dan is a Principal, and the Chief Financial Officer for the firm. With SLAM since 1992, Dan was named Chief Financial Officer in 1999. His primary responsibilities include finance, accounting, mergers and acquisitions, legal and risk management. Dan is responsible for control and preservation of the firm's assets; planning and reporting of project and firm financial results; maintaining the firm's banking and financing relationships; client contract negotiations; and administering the firm's employee benefit programs, including the health plan, investment savings, and profit sharing plans. He also coordinates outside legal, accounting, insurance, management, and benefit consulting support to ensure compliance with all laws, regulations and reporting requirements.

Education

M.B.A., Rensselaer Polytechnic Institute

B.A., Math and Computer Science, Providence College



KEMP A. MORHARDT, AIA - SECRETARY

Kemp has been with the firm since 2005. He leads the firm's public education market sector. With over 27 years of architectural and engineering design experience on a broad range of institutional and civic projects, including experience in the design/build industry, Kemp brings a unique perspective to his projects and a personal commitment to clients and project teams.

Education

A. S. Architectural Technology, Capital Community College

B. Arch., University of North Carolina at Charlotte

B.S., Civil Engineering, University of Connecticut

Registrations

CT, MA, NY, RI, NCARB certified

Notable Projects/Clients

- University of Mary Washington
- Sacred Heart University College of Health Professionals
- Buffalo State College New Technology Building
- Providence College New Humanities Building

Notable Projects/Clients

- Duke University
- Cornell University
- Pfizer, Inc.
- ESPN



RICHARD POLVINO, AIA - PRINCIPAL

Rick is an Associate Principal and project manager at The S/L/A/M Collaborative with a depth of experience in all phases of planning, design, documentation and construction. His main focus is with national market sector leaders in healthcare and sci-tech industries.

Education

M. Arch. m and B. Arch State University of New York at Buffalo (SUNY)

Registrations

CT, FL, MA, ME



ROBERT F. PULITO, AIA - PRINCIPAL

Bob has been with the firm since 1989 is the President of the Firm, and serves on the Board of Directors. He has broad experience in complex academic and technical facilities and serves as principal-in-charge for some of the firm's most important and complex projects. Bob has an architectural as well as business management background and brings an effective blend of design skill and business acumen to each of his projects.

Education

B. Arch. and B.S., Syracuse University

Registrations

AL, CT, GA, MA, MD, MI, MN, NY, IA, IL, RI, SC, TN, NCARB certified

SECTION TWO

EXPERIENCE, EXPERTISE & CAPABILITIES





PUBLIC EDUCATION CLIENTS

Amity High School, Woodbridge, CT
 Asian Studies Academy, Hartford, CT
 Barlow Elementary School, Ridgefield, CT
 Bethany Middle School, Bethany, CT
 Boston Public Schools, Boston, MA
 Bridge Street School, Northampton, MA
 Bulkeley High School, Hartford, CT
 Capital Preparatory Magnet School, Hartford, CT
 Celentano School, New Haven, CT
 Chippens Hill Middle School, Bristol, CT
 CREC Public Safety Academy, Enfield, CT
 East Hampton High School, East Hampton, CT
 East Providence High School, East Providence, RI
 East Ridge Elementary School, Ridgefield, CT
 H. H. Ellis Technical High School, Danielson, CT
 Gilmartin Elementary School, Waterbury, CT
 Graham & Parks Elementary School, Cambridge, MA
 Granby High School, Granby, CT
 Groton Middle School, Groton, CT
 Groton School District, Groton, CT
 Hamden High School, Hamden, CT
 Hartford School District, Hartford, CT
 Helen Street Elementary School, Hamden, CT
 Hillhouse High School/Field House, New Haven, CT
 Hop Brook Elementary School, Naugatuck, CT
 Jerome Harrison E. S., No. Branford, CT
 Journalism & Media Academy, Hartford, CT
 W. F. Kaynor Technical High School, Waterbury, CT
 James McGuire Elementary School, North Providence, RI
 Johnston Public Schools, Johnston, RI
 Metropolitan Business Academy, New Haven, CT
 Miller-Driscoll School, Wilton, CT
 Mystic Middle School, Mystic, CT
 James Naylor K-8 School, Hartford, CT
 New Bedford School District, New Bedford, MA

New Canaan M. S., New Canaan, CT
 New Haven Public Schools, New Haven, CT
 New Canaan Middle School, New Canaan, CT
 Nonnewaug High School, Woodbury, CT
 Stephen Olney Elementary School, North Providence, RI
 Orange Middle School, Orange, CT
 Ox Ridge Elementary School, Darien, CT
 Pawtucket School District, Pawtucket, RI
 Pembroke School District, Pembroke, MA
 Providence School District, Providence, RI
 Providence Career & Technical Academy/Field House, Providence, RI
 Regional School District 12, Washington Depot, CT
 Ridgefield High School, Ridgefield, CT
 Ridgefield School District, Ridgefield, CT
 Rogers High School, Newport, RI
 Samuel Staples Elementary School, Easton, CT
 Sandwich Public Schools, Sandwich, MA
 Shea High School, Pawtucket, RI
 Sheffield Elementary School, Turner Falls, MA
 Shelton Intermediate School, Shelton, CT
 Soule Road School, Wilbraham, MA
 Stamford Public Schools, Stamford, CT
 Early Childhood Center Feasibility Study, Stamford, CT
 Timothy Edwards Middle School, South Windsor, CT
 Teaticket Elementary School, Falmouth, MA
 Torrington Middle/High School, Torrington, CT
 Topsfield School District, Topsfield, MA
 Waterbury Career Acad., Waterbury, CT
 Waterbury School District, Waterbury, CT
 Weaver High School, Hartford, CT
 Westport Elementary School, Westport, MA
 Wilton High School, Wilton, CT
 Windham Middle School, Windham, CT
 Winters STEAM Elementary School, Pawtucket, RI
 Worcester School District, Worcester, MA

Feasibility Study

EXPERIENCE, EXPERTISE & CAPABILITIES

PHILOSOPHY STATEMENT & BUSINESS FOCUS

For 46 years of professional architectural practice, SLAM's Education Studio has assessed, programmed, planned and designed PreK-12 schools for learning communities throughout New England. SLAM has a long history of designing new and renovated school facilities and has helped communities across Connecticut implement projects to bring new educational programs to life. Our collaborative approach to working with builders, our clients' facilities managers, and our own in-house structural engineering, interior design, construction services, and landscape design expertise, help us ensure problem-free delivery of these projects.

With our extensive, national experience in the design of educational facilities at all levels, from pre-schools through colleges and universities, SLAM brings innovations and applications learned from each type of learning environment to every school project, offering a unique breadth of experience to our clients.

The programming/planning phase is a critical step in any building project, and is a core design service provided by SLAM. Our process has evolved over years of working with educational institutions and is designed to produce a plan that is both visionary and feasible – two elements critical to implementation. We see programming/planning as a process by which the client, represented by its project committee, investigates its assets and opportunities, defines its goals and methods, and develops a strategic plan to achieve them. SLAM serves as the technical arm of the project committee. We develop the planning database, provide expertise on space standards and solutions, show the group its design and planning constraints and possibilities, translate the committee's hopes and concerns into design solutions and strategies, and facilitate the Committee's full involvement in the planning and decision process.



LIST OF PROJECTS - 3 YEARS (K-12 STUDIO)

NONNEWAUG HIGH SCHOOL

Woodbury, CT

Contact Information:

Mr. John Chapman, Building Comm. Chair, Region 14

(203) 263-4330

jchapman@ctreg14.org

Start/Completion Dates: 2016 - 2020

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$3.1M

Services Provided: Renovate-as-New high school project
Architecture, Structural Engineering, Programming/Planning,
Interior Design, Landscape Architecture, Sustainable Design;
Cost Estimating

GROTON MIDDLE SCHOOL

Location

Contact Information:

John J. Butkus, Program Manager

(860) 906-1577

John.butkus@arcadis.com

Start/Completion Dates: 2018-2020

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$2.2M

Services Provided: New Middle School
Architecture, Landscape Architecture, Structural Engineering,
Interior Design, Programming/Planning; Cost Estimating

JAMES MCGUIRE ELEMENTARY SCHOOL

North Providence, RI

Contact Information:

Mayor Charles Lombardi

(401) 232-0900

mayoroffice@northprovidenceri.gov

Start/Completion Dates: 2017-2019

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$1.5M

Services Provided: New Elementary School
Architecture, Landscape Architecture, Interior Design;
Programming/Planning

WEAVER HIGH SCHOOL

Hartford, CT

Contact Information:

Jack Butkus, Program Director

Arcadis/O&G

(860) 906-1577

jackbutkus@arcadis-ogind.com

Start/Completion Dates: 2014 - 2019

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$10.7M

Services Provided: New high school
Architecture, Structural Engineering, Programming/Planning,
Interior Design, Landscape Architecture, Sustainable Design;
Cost Estimating

STEPHEN OLNEY ELEMENTARY SCHOOL

North Providence, RI

Contact Information:

Mayor Charles Lombardi

(401) 232-0900

mayoroffice@northprovidenceri.gov

Start/Completion Dates: 2017 - 2019

Completed within contract time frames: Yes

Gross Cost of Agreement (Gross Fee): \$1.5M

Services Provided: New Elementary School
Architecture, Landscape Architecture, Interior Design;
Programming/Planning

OX RIDGE ELEMENTARY SCHOOL

Darien, CT

Contact Information:

Richard (Rusty) Shriner

(203) 321-5404

rshriner@darienct.gov

Start/Completion Dates: xxxx-2022

Completed within the time frames: Yes

Gross Cost of Agreement (Gross Fee): \$54.0M

Services Provided: New Elementary School Architecture,
Landscape Architecture, Interior Design, Programming /
Planning



OTHER PROJECTS OF A SIMILAR NATURE

Ansonia Public Schools New Middle School Feasibility Study
East Providence Schools Feasibility Study
Groton Schools Long-Range Facilities Plan
Hartford Public Schools Facility Study
New Canaan Middle School Feasibility Study
New Haven Schools Long-Range Facilities Planning
Johnston Public Schools RIDE State II Master Planning
Journalism & Media Academy Facility Study Assessment
Pawtucket Facility Condition Assessment Update

Providence Schools District-Wide Needs Assessment
Region 12 Master Plan and Feasibility Studies
Ridgefield Public Schools Feasibility Study
Stamford Public Schools Long-Range Facilities Planning
Stamford Public Schools Early Childhood Center Feasibility Study
Waterbury Public Schools Facility Utilization/Redistricting Study
Wilton Miller-Driscoll Feasibility Study

See project sheets which follow for some of these relevant projects

LIST ANY CONTRACTS OR PURCHASE ORDERS (PAST 3 YEARS) FOR CITY OF WATERBURY.

Waterbury Public Schools Facility Utilization/Redistricting Study #6906 - Contract Completed October 31, 2022

PERSONNEL LISTING AND RESUMES

The hallmark of The S/L/A/M Collaboration is close client collaboration. This collaborative approach begins with the "Principal in Charge," a uniquely qualified and talented architect who will work with you from project conception through completion. Dedicated to finding the appropriate solution for your school, this Principal listens closely to your community's issues and presents balanced choices based on your needs. This principal is supported by a core architectural team, carefully chosen from our specialized studios, as well as consultants who have worked successfully with SLAM on other projects. This team structure offers you the consistent personal attention of a small firm combined with the technical capabilities, expertise, and responsiveness of a large firm.

We are committed to the total success of this project and have formed a high-performance team of dedicated professionals that has a depth of knowledge of current public school environments; is familiar with collaborative, multi-organizational team structures and processes; and is dedicated to delivering the project within budget and time constraints.

SLAM key team members proposed for this project:

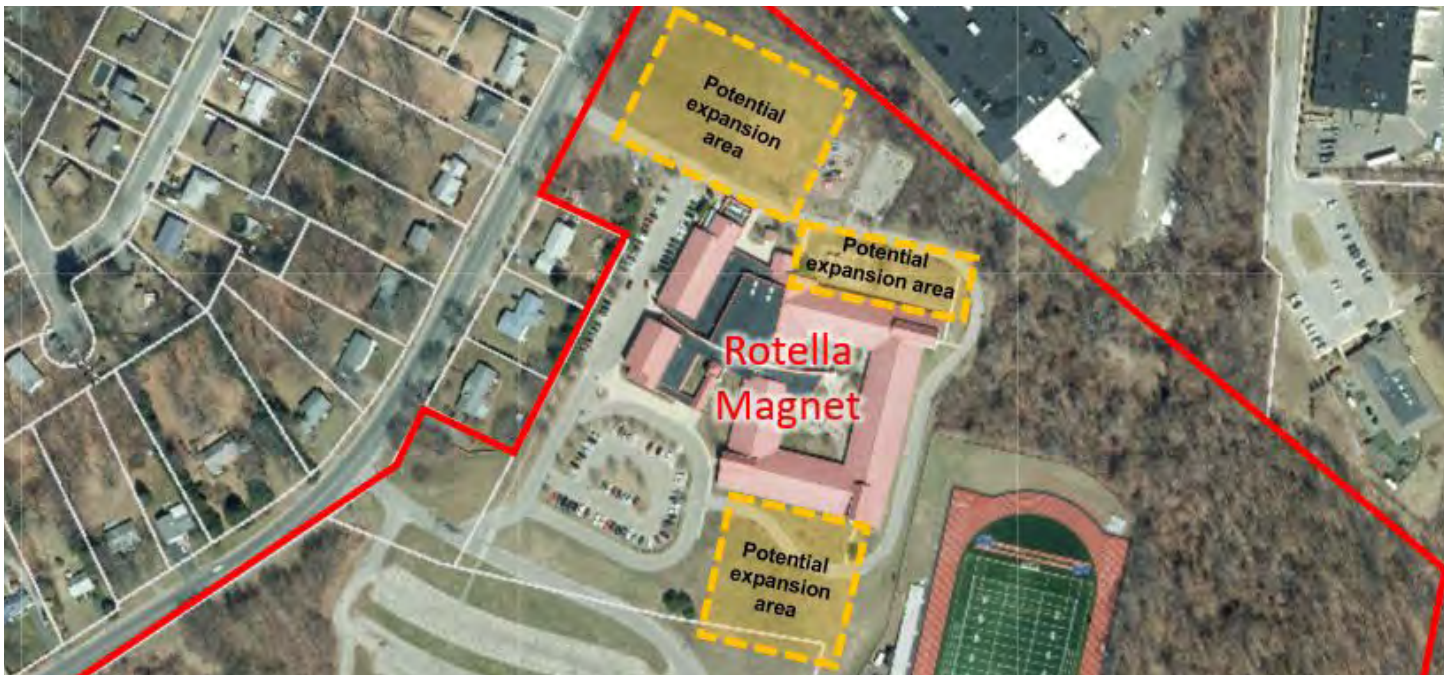
Principal-In-Charge	Kemp Morhardt, AIA
Project Manager	Amy Samuelson, AIA
Design Architect	James Hoagland, AIA
Lead Programmer/Planner	Amy Christmas, ALEP
Planner/Educational Specifications	Mike Zuba, AICP, NCI
Cost Estimator - Planning	Nate Bernier, CPE, LEED AP

CONFLICT OF INTEREST

None

WATERBURY PUBLIC SCHOOLS - LONG-RANGE FACILITIES PLANNING

Waterbury, CT

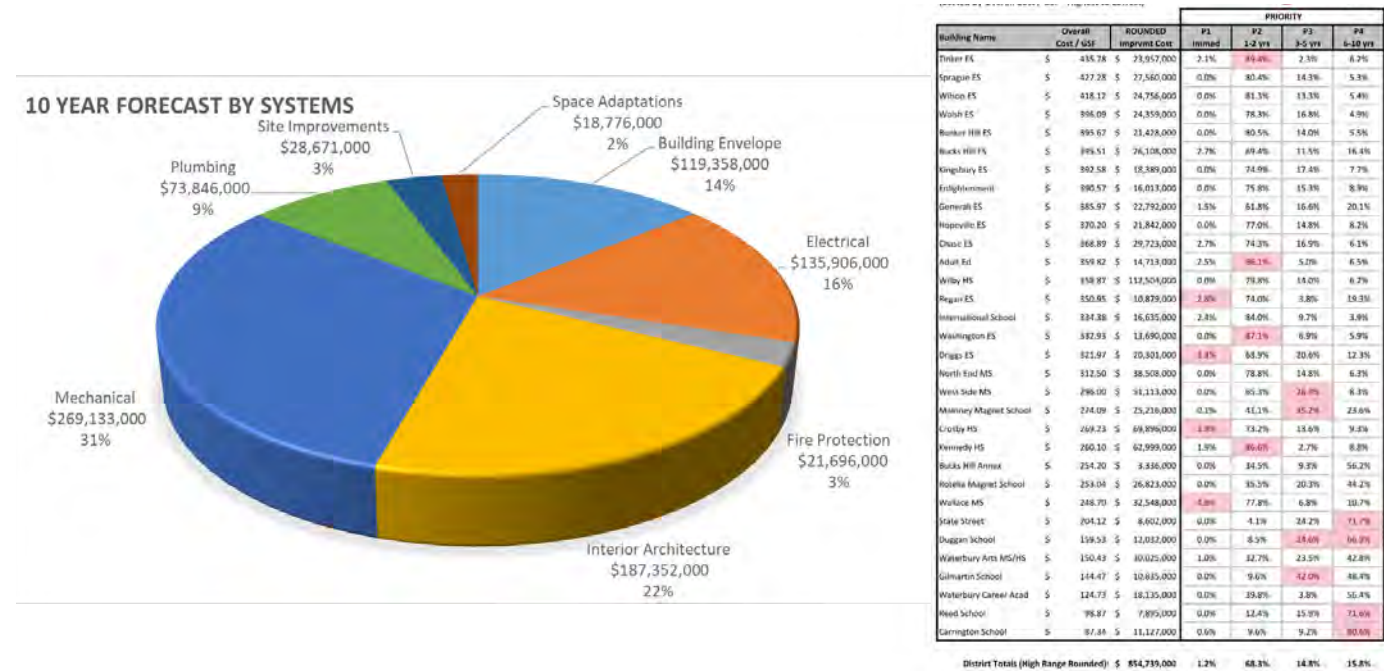


SLAM is currently engaged by Waterbury Public Schools to provide design and planning services for educational facility assessments, demographic study and utilization analysis, resulting in comprehensive master plan for Waterbury Public Schools. Working in collaboration with StudioJAED and SLR, the team is evaluating the physical condition of all existing school facilities, assessing school capacity & utilization across the district and preparing 10 -year enrollment projections. The data generated from the investigative portion of the study will inform planning scenarios developed to guide facility reinvestment and capital renewal, facility-best-use, expansion of successful WPS programs and improved facility utilization over the next 10 years.

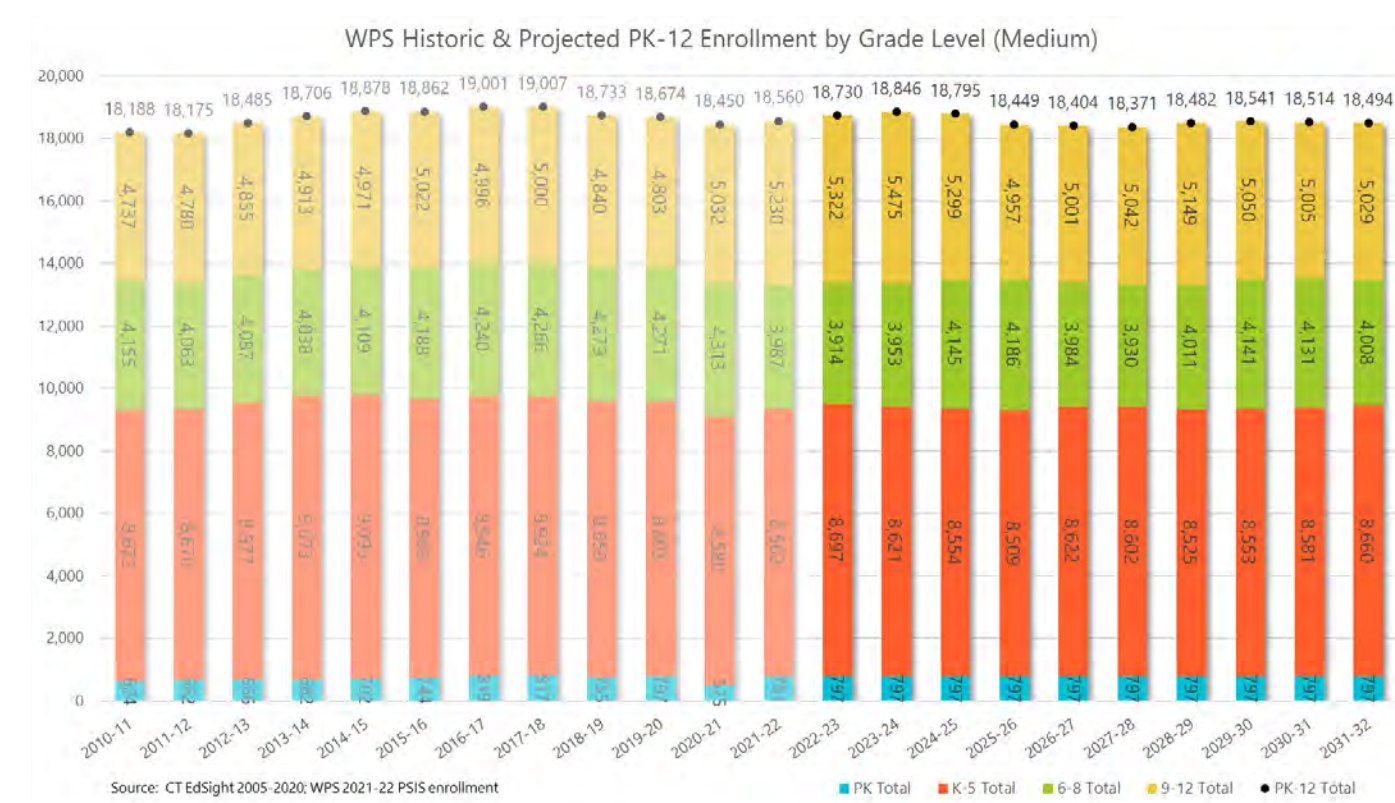
The master plan is a data driven process that aligns with the District's Strategic Plan goals, as well as national educational standards, and provides a structured yet malleable framework for implementation. Waterbury's aim for the Master Planning process is to achieve the following:

- Determine the most efficient use and allocation of resources given forecasted demographics, forecast enrollment, capacity of existing schools, and other relevant variables such as the condition of the building envelope and systems infrastructure; curricular and programmatic priorities; and
- Propose to the Board of Education a range of possible alternatives to the current use of facilities, configuration, infrastructure, practices, and procedures taking into consideration their relevant implications including, but not limited to, budget, facilitation of academic programs, impact on children and families, existing magnet school obligations, and legislative requirements and mandates.
- Through engagement with key stakeholder's identify a preferred alternative with a detailed implementation plan and funding strategy

Facility Condition Assessment Findings

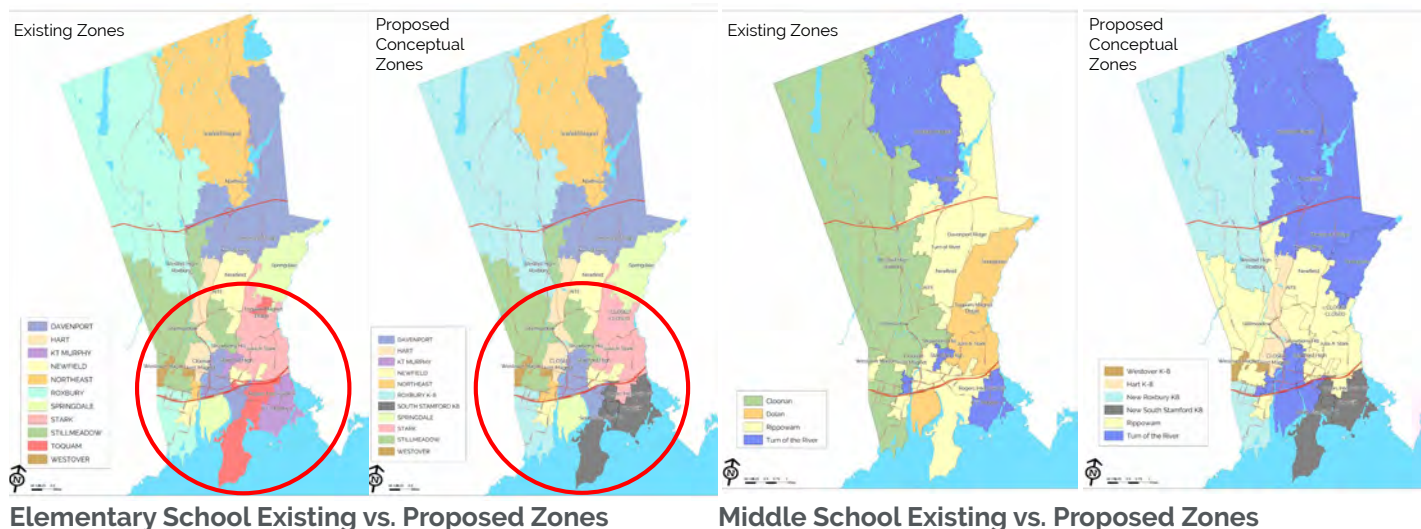


Enrollment & Demographic Study Summary



CITY OF STAMFORD – LONG-RANGE FACILITY PLANNING

Stamford, CT



SLAM was engaged by the City of Stamford to provide design and planning services for educational facility assessments and demographic study, resulting in comprehensive master plan for Stamford Public Schools (SPS). Working in collaboration with StudioJAED and SLR, the team evaluated the physical condition of all existing school facilities, assessing school capacity & utilization across the district and prepared a demographic study and 10 -year enrollment projections. The data generated from the investigative portion of the study informed planning scenarios developed for facility-best-use, alignment of student attendance zones to schools and improved facility utilization over the next 10 years.

The master plan will be used to guide the SPS with research-based knowledge of best models to incorporate its mission and educational vision, as well as national educational standards, and provide a framework for implementation. The vision and desired outcomes for the master plan included the following goals:

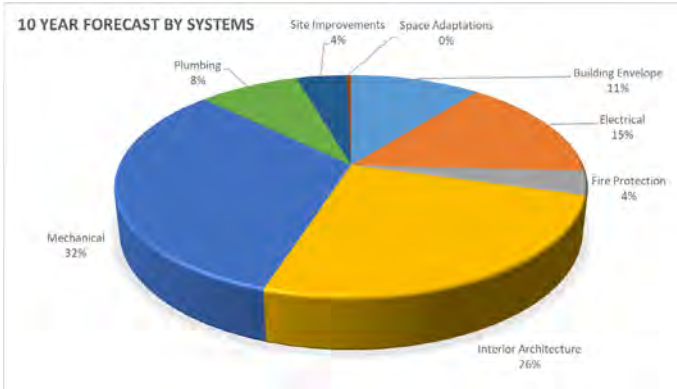
- A comprehensive holistic plan that takes into accounts all of schools;
- Study of the school buildings' structural integrity, infrastructure and ability to meet District's needs;
- A City-wide projected enrollment assessment (including the variable of COVID's impact on the housing market); and
- A long-term Capital Management Plan for the future that includes considerations such as climate change on buildings and mechanical infrastructures.

It is intended that the master plan will provide the model for facilities planning for a short-term (1 – 5 years), mid-range (5 - 10 years), and long-range (10 - 20 years), presented in "good, better, best" solutions, taking current facility deficiencies, capacity, as well as demographics into consideration. The process included a review of functional deficiencies and condition issues in existing facilities, educational suitability issues, technology readiness issues, special program needs, demographic trends, and capacity issues.



Facility Condition Assessment Findings

10 Year Forecast by Building Systems

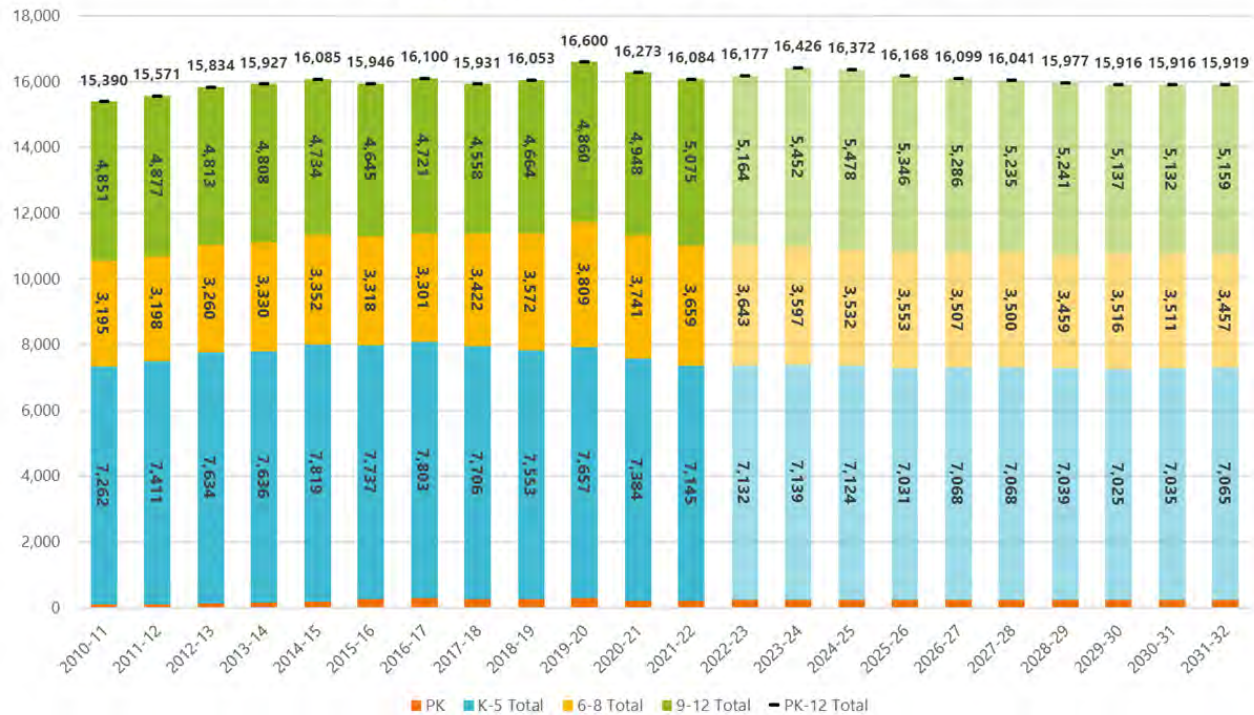


10 Year Forecast by Priority

Building Name	Overall Cost / GSF	ROUNDED Imprint Cost	PRIORITY			
			P1 Immed	P2 1-2 yrs	P3 3-5 yrs	P4 6-10 yrs
Roxbury ES	\$ 415.46	\$ 36,976,000	0.2%	64.6%	21.1%	14.0%
Newfield ES	\$ 369.37	\$ 28,035,000	0.2%	73.9%	18.3%	7.6%
Northeast ES	\$ 335.16	\$ 28,730,000	0.0%	59.4%	19.7%	20.8%
Turn of River MS	\$ 331.81	\$ 40,151,000	0.0%	62.1%	19.9%	18.0%
Stamford High	\$ 321.84	\$ 115,862,000	0.0%	47.8%	18.2%	34.0%
Toquam Magnet ES	\$ 314.24	\$ 28,438,000	3.2%	60.3%	19.4%	17.1%
Westhill HS Annex*	\$ 298.05	\$ 13,412,000	0.1%	29.7%	39.0%	31.3%
Stamford HS Stadium	\$ 297.95	\$ 4,767,000	0.0%	60.2%	7.9%	31.9%
Dolan MS	\$ 297.21	\$ 33,881,000	0.0%	66.0%	20.3%	13.7%
Springdale ES	\$ 288.49	\$ 25,387,000	0.1%	61.8%	22.1%	16.0%
Hart Magnet ES	\$ 281.95	\$ 23,204,000	0.0%	42.3%	17.9%	39.8%
Rippowam MS	\$ 277.95	\$ 63,290,000	0.0%	50.5%	27.9%	21.5%
Cloonan MS	\$ 272.51	\$ 44,735,000	0.0%	58.4%	28.0%	13.6%
Stillmeadow ES	\$ 262.50	\$ 28,448,000	0.0%	59.6%	34.1%	6.2%
KT Murphy ES	\$ 252.80	\$ 21,488,000	0.0%	42.4%	28.2%	29.3%
Stark ES	\$ 245.92	\$ 23,092,000	0.0%	46.5%	40.4%	13.1%
Davenport ES	\$ 233.91	\$ 19,857,000	0.0%	52.7%	17.6%	29.7%
Rogers Intl School	\$ 193.48	\$ 25,477,000	0.0%	26.8%	36.4%	36.8%
Ait&E HS	\$ 179.01	\$ 19,791,000	0.0%	33.3%	15.8%	50.9%
Scofield Magnet MS	\$ 166.61	\$ 24,856,000	0.0%	42.8%	25.5%	31.7%
Westover Magnet ES	\$ 109.80	\$ 15,592,000	0.0%	12.2%	25.2%	62.6%
Strawberry Hill	\$ 26.73	\$ 3,555,000	0.0%	22.4%	31.0%	46.6%

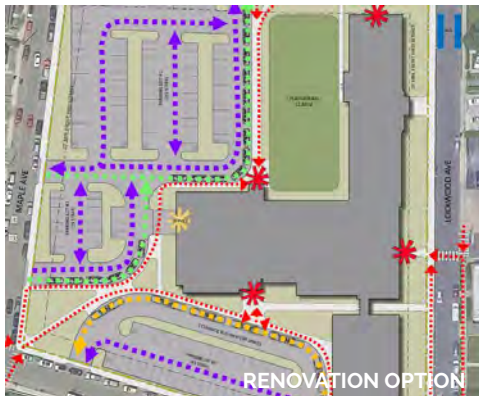
Enrollment & Demographic Study Summary

Historic & Projected PreK-12 Enrollment by Grade Level
2010-11 to 2031-32 (Medium Scenario)

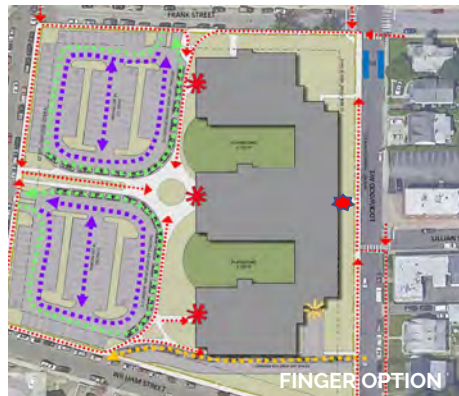


STAMFORD PUBLIC SCHOOLS – EARLY CHILDHOOD CENTER FEASIBILITY STUDY & GRANT APPLICATION

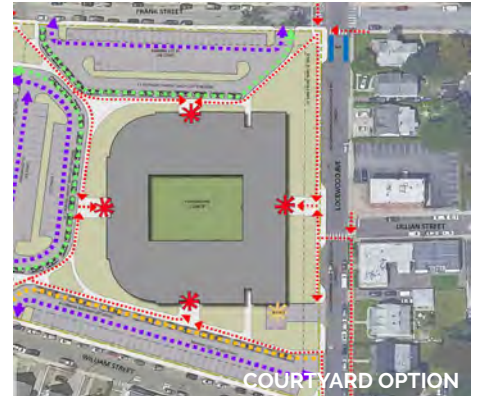
Stamford, CT



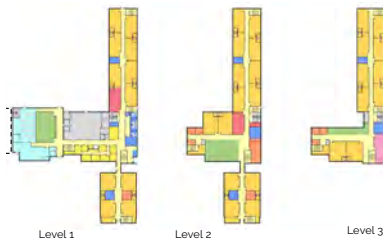
RENOVATION OPTION



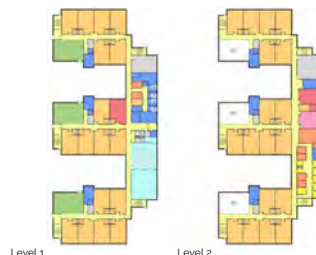
FINGER OPTION



COURTYARD OPTION



Level 1 Level 2 Level 3



Level 1 Level 2



Level 1 Level 2

SERVICES
Master Planning, Enrollment Projections & Analysis, Site Planning, Cost Estimating

PROJECT SIZE
85,150 SF - 101,015 SF

CONSTRUCTION COST
TBD

COMPLETION DATE
5/2021

SLAM was engaged to support the creation of educational specifications and assist with the submission of the grant application for a new facility for Stamford's Early Childhood Center program (CLC). Apples. Working in collaboration with Frank Locker (Education Planner), the team held visioning sessions with key personnel from the city and directors of the participating education programs to determine requirements for the projected 676 student enrollment.

SLAM presented three conceptual design options: a complete renovation of the existing 101,015-SF and two new building options (Finger and Courtyard options). Total square footage, project costs, allowable area for grant and state reimbursement costs were compared for all three options. It was determined that the renovation option would have exceeded the state's allowable \$450/SF for renovation status approval, in addition to other related building concerns, such as circulation issues, inefficient classroom sizes and program adjacencies.

The selected Fingers Option accommodates the desired site program, provides strategic separation of building access points, secured playground spaces and maintains the Lockwood Ave entrances for visitor arrival. The building is comprised into six classroom clusters with two secured playgrounds for smaller groupings, and three gross motor rooms with direct access to the exterior playground.

The SLAM team completed the grant application submission to CT DAS, OSCG&R in collaboration with the City of Stamford and this project was included on the 2022 priority list.



ENROLLMENT PROJECTIONS



CT K-12 SCHOOL



PROGRAMMING PLANNING

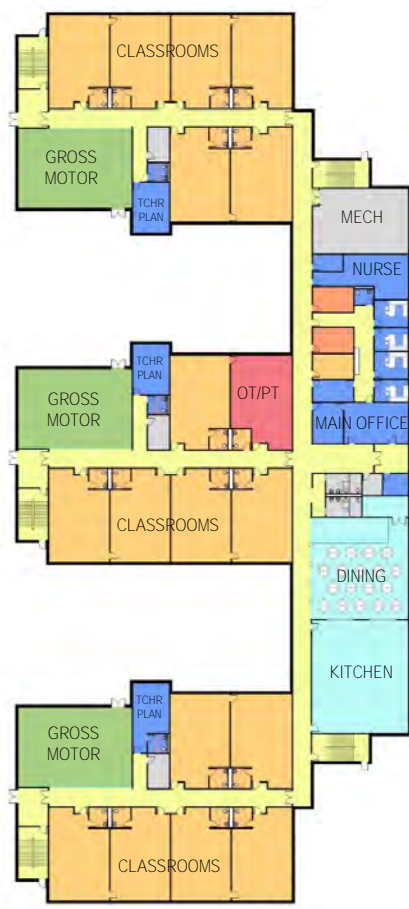


NEEDS ASSESSMENT



CT GRANT APPLICATION

STAMFORD PUBLIC SCHOOLS – EARLY CHILDHOOD CENTER FEASIBILITY STUDY & GRANT APPLICATION
Stamford, CT

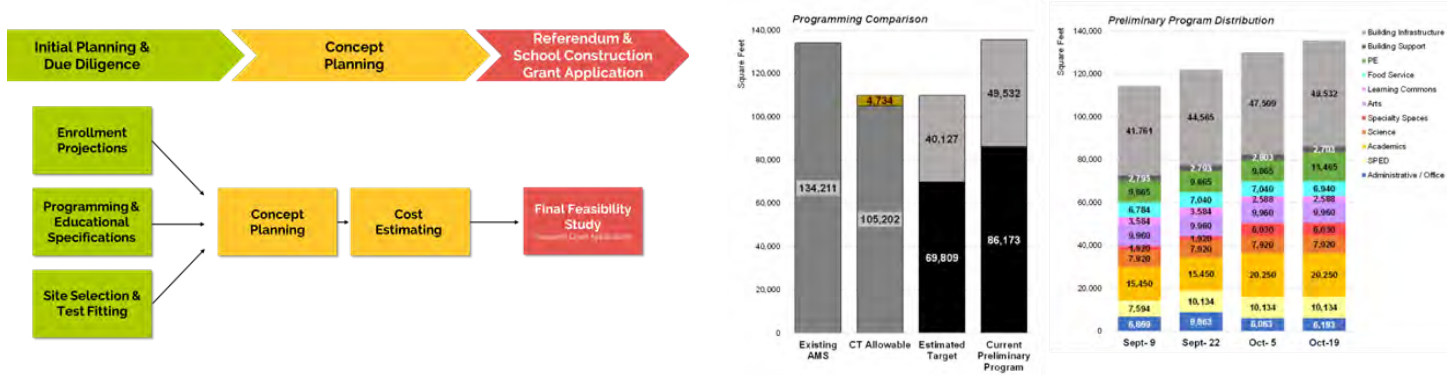


LEVEL 1



ANSONIA PUBLIC SCHOOLS - NEW MIDDLE SCHOOL FEASIBILITY STUDY

Ansonia, CT



The SLAM Collaborative is assisting Ansonia Public Schools with a feasibility study for a new Middle School, providing technical assistance and expertise in support of a future grant application to the State Office of School Construction Grants & Review (OSCG&R). Specifically, the project includes the following tasks:

1. Site Analysis and Conceptual Test Fits

- Analysis of new middle school site inclusive of access and egress, utilities, zoning requirements, and natural resource constraints such as wetlands, topography, flood zones, and soils.
- Prepared a series of conceptual "test fits" to test the feasibility of different layout options and identify a preferred layout option for refinement during the conceptual design phase.

2. Enrollment Projections

- Prepared 10-year enrollment projections, in accordance with OSCG&R requirements, inform the design capacity of the new building and the state reimbursable square footage.

3. Educational Specifications

- Led a collaborative process with APS administrators, building leadership, and staff to develop educational specifications for the new Ansonia Middle School.
- Identified the spaces and site features needed to align the new facility with the district's educational vision, while balancing those wants and needs with the state's reimbursable square footage and financial considerations.

4. Conceptual Design

- Develop conceptual architectural and site design layouts in alignment with the Educational Specifications and identify preferred option.
- Prepare renderings to communicate project vision with City leadership and public

5. Cost Estimating

- Prepare preliminary cost models for initial concepts to assist in selection of preferred option.
- Prepare detailed cost model for preferred option in support of school construction grant application.

6. School Construction Grant Application Support

- Assist APS with the Grant coordination with the OSCGR.
- Prepare grant application materials, including feasibility study report, enrollment projections report and SCG-053 form.

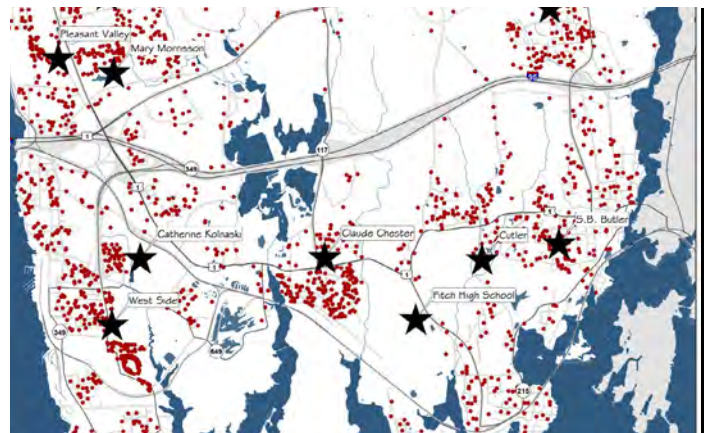


GROTON SCHOOLS - LONG-RANGE FACILITIES PLAN

Groton, CT

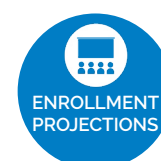


SLAM teamed with SLR International on a long-range facilities plan for the City of Groton, CT. The project included a comprehensive analysis of the district enrollment projections, elementary, middle school and high school facility assessments and test fit studies in support of potential re-districting scenarios. SLAM's role was to inventory and evaluate the existing facilities in the context of the district educational specifications and prepare site and building test fits (feasibility studies) for new construction scenarios as well as prospective reuse scenarios (e.g. middle school converted to elementary). The project scope also included cost modeling for multiple facility upgrade/reuse scenarios to provide town leaders with the necessary decision making information and data for presenting the project for referendum.



Final scenario on which cost model was based:

- New Middle School for 1,000 students on undeveloped site
- Two Renovate-to-New existing Middle School conversions to PreK-5 schools for 600 students
- Successful referendum 11/2016 for \$184.5M
- Compact bldg. design can be accommodated – proximate to High School, works with existing topography
- Wetlands preserved
- Independent access for Middle School with controlled access to High School site
- Middle School site PE/ athletic program has been met
- Existing HS PE/ athletic program preserved and complimented
- Met with DEEP Open Space and Watershed Land Acquisition to Discuss Middle School Concepts and Deed Restrictions.
 - Identified Mechanism and process for conversion of Merritt Property (+/- 35 ac) to a municipal educational use.
 - Continue dialogue with DEEP to develop a conversion agreement if SFITF desires to move forward with Merritt Concept



WILTON MILLER-DRISCOLL - FEASIBILITY STUDY

Wilton, CT

This feasibility study determined how best to accommodate the Town's Pre-school and K-2 grades. Miller and Driscoll were two separate schools, each with their own principal, but the buildings were physically connected by an administrative wing and shared a library. The Pre-school Program is an integrated program of students with special needs and typical peers. Projected enrollment for this program is expected to be nearly double (44 students to 80 students).

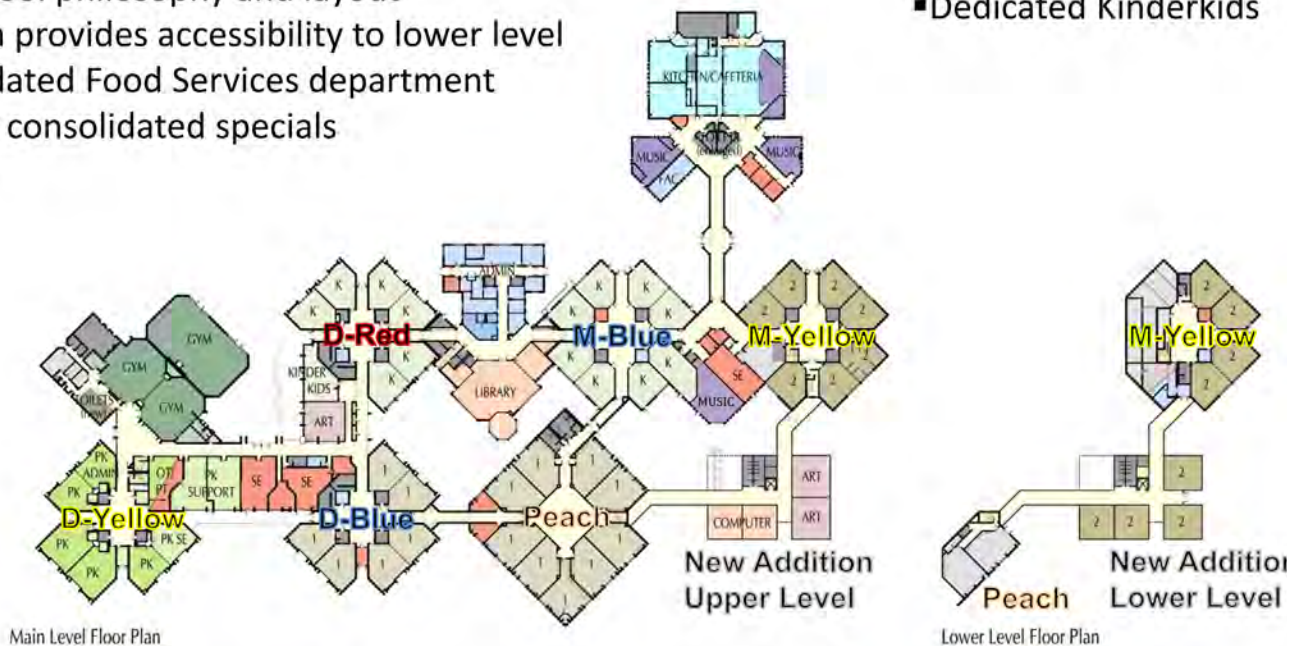
The preliminary findings of the feasibility study helped the district decide whether to use the existing two connected buildings as two schools or one large school. The decision was made to combine to one school, so it was important to study the most efficient use of the existing space and provide options for a renovation, and if necessary, an addition to support the District's goals. The school also needed to accommodate the State-required Pre-school program with a separate entrance.

The feasibility study provided designs for upgrading the existing layout of the classroom pods of the school, to make each pod more efficient. It also provided suggestions on a redesign of the school's main entrance, as a way to become more welcoming and a redesign of the Administration Department.

Option B

- Consolidated Pre-K program areas
- Relocated Pre-K playground
- Relocated drop-off area for Pre-K
- One school philosophy and layout
- Addition provides accessibility to lower level
- Consolidated Food Services department
- Partially consolidated specials

- Expanded program
 - PE station (3 to 4)
 - Computer
 - Special Education
 - Dedicated Kinderkids



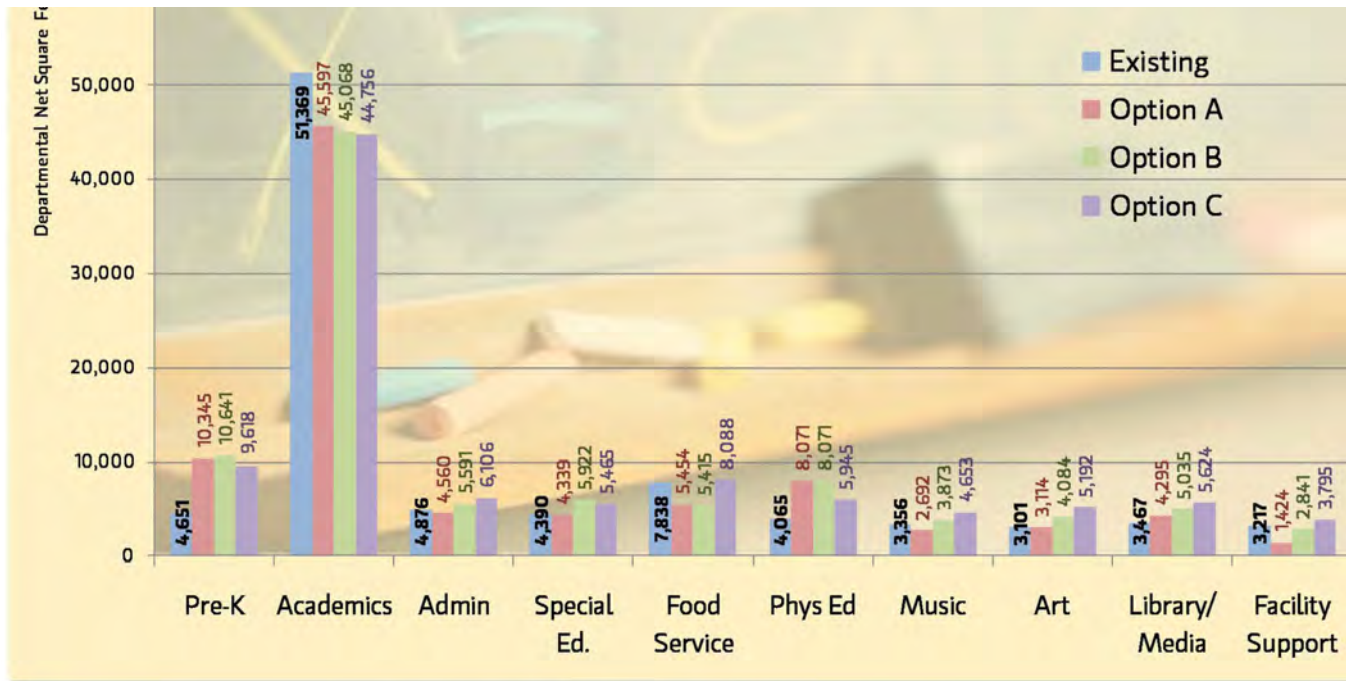
Addition / New Construction Data:

Program:	6,211 NSF	New Construction:	14,830 GSF	Lot Coverage:	7,507 SF
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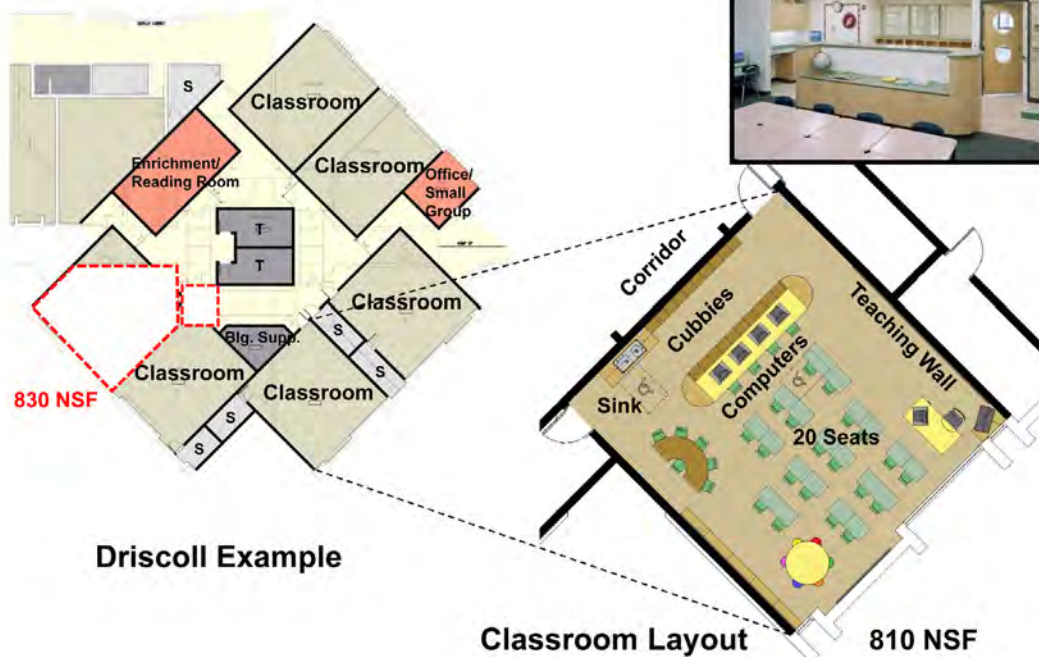
WILTON MILLER-DRISCOLL - FEASIBILITY STUDY

Wilton, CT



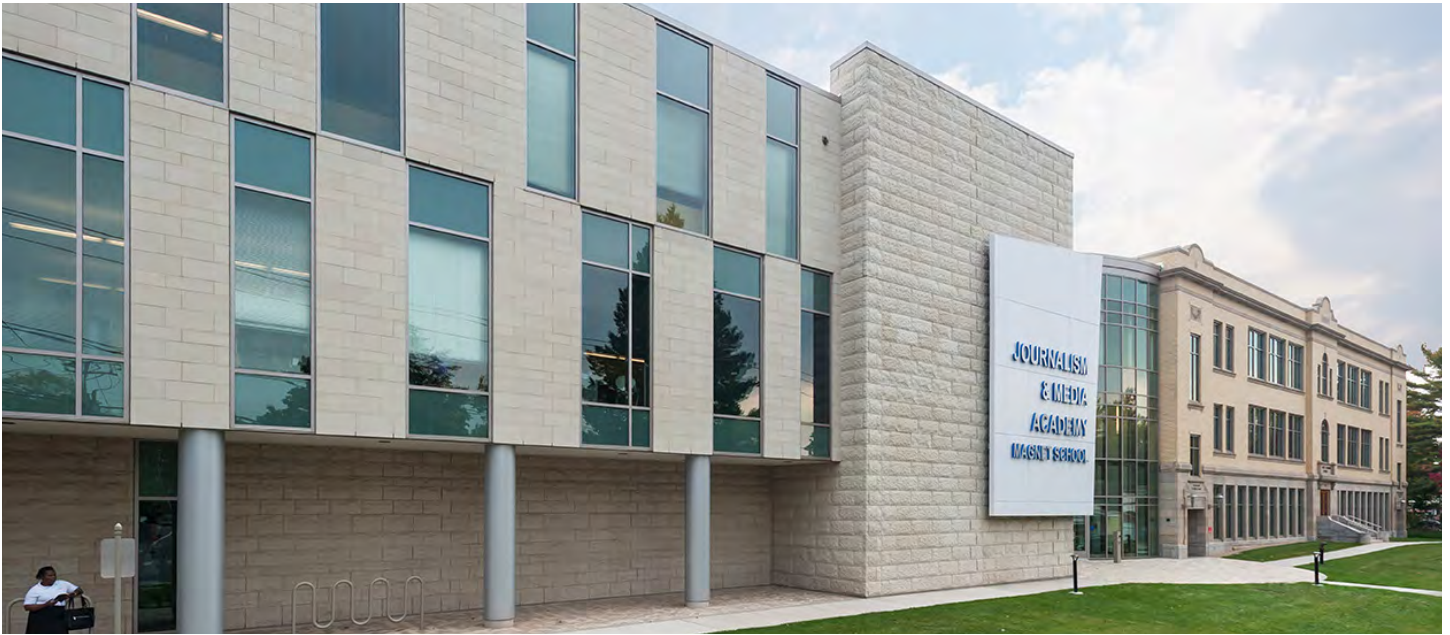
Classroom Counts

	Existing	Program	All Options
Pre-K	3	5	5
Kindergarten	17	14	14
1 st Grade	17	15	15
2 nd Grade	16	15	15



JOURNALISM & MEDIA ACADEMY, FACILITY ASSESSMENT

Hartford, CT



DATE COMPLETED
2013

AGE OF FACILITY
Built 1920's

SLAM conducted an existing conditions assessment to evaluate the physical condition of the Journalism & Media Academy. This assessment included the documentation of major code compliance issues as well as the development of recommendations and possible corrective actions for noted deficiencies to achieve an additional 20-year service life for the school.

The study recommended demolishing a 30,000-SF portion of the building constructed in the 1950's due to the need for extensive repairs and the incompatibility with the proposed program. The recommendation also included retaining a 25,000-SF portion of the building constructed in the 1920's, due to the quality of the existing structure and its adaptability to the new program.

The resulting renovate-as-new project consists of a 53,000-SF addition and 25,000-SF renovation to provide a new school for 400 students in grades 9-12. The new facility delivers cutting-edge curricula and innovative programs that will build skills in critical thinking and creative media production. The school offers preparation for college readiness and employment in the fields of journalism and new media especially as they relate to Internet Journalism and Videography.

The school has been designed to meet Connecticut's High Performance Building Standards with a LEED Gold equivalence.



JOURNALISM & MEDIA ACADEMY, FACILITY ASSESSMENT
Hartford, CT



NEW CANAAN MIDDLE SCHOOL - FEASIBILITY STUDY

New Canaan, CT

Option 3A – Northwest – Upper Level – 12 Classrooms + STEM



Reference:

Ms. Penny Rashin, Chair, Building Committee (203) 594-4000

Completed:

2015

SLAM conducted a study for this 1200-student middle school which analyzed room utilization, classroom count scenarios using enrollment projections, and determined current and future programs with space demands.

The feasibility study tracked the many ways in which Saxe offices and instructional rooms have been shoe-horned into spaces—including basement storage areas and hallway alcoves—that were not originally designed for the purposes they now serve.

Specifically, the feasibility study recommended adding two classrooms and one science room for fifth grade, five classrooms for the sixth, seventh and eighth grades and four special ed resource rooms, as well as "reclaiming" faculty dining space and four "team rooms.

Option 3A – Northwest – Recommended Option

Meets Most Needs:

- Provides recommended number of science classrooms
- Provides recommended number of general classrooms
- Provides recommended number of Sp. Ed. spaces
- Reclaims faculty multi-purpose/dining room
- Reclaims four team rooms
- Permits Sp. Ed. currently in corridor alcoves to move into space
- Permits the reclamation of Language/ Computer labs slated for conversion to classroom space for 2015/ 16 and 2017/18
- 2 existing 6-8 science plus 1 class room remain undersized
- Curriculum director office remain in basement
- Faculty workroom and copy room remain as Sp. Ed.
- Storage rooms converted to Sp. Ed. remain



27

Figure 39: 2014-15 Total PK-8 Seat Deficits by City Quadrants



RIDGEFIELD PUBLIC SCHOOLS - FEASIBILITY STUDY

Ridgefield, CT



DATE COMPLETED

2004

AGE OF FACILITY

Built 1960's

CONTACT INFO

Dr. Kenneth Freeston

Former Superintendent of Schools

(914) 669-5414

The S/L/A/M Collaborative provided system-wide facilities evaluations, pre-referendum services, and design for additions and renovations to the high school, middle school, and four elementary schools.

The **High School** project included 210,000-SF renovations and 90,000-SF addition for 1800 students to house state-of-the-art science classroom/labs as well as a 2-story cafeteria for 600 students that serves as a central socializing space. The new addition also houses a Culinary Arts Lab similar to a contemporary commercial kitchen.

The **East Ridge Middle School** project consisted of additions and renovations to this 40,000-SF middle school and included: new connector to annex and conversion of annex to library/computer center; conversion of existing library to an Art Suite; new science/laboratory spaces; improvements to gym, locker rooms, cafeteria, and auditorium; renovation of all classrooms; and new mechanical/electrical/technology systems.

The **Barlow Elementary School** project involved the conversion of an existing community center building into a new 100,000-SF elementary school for grades K-5, including a 35,000-SF addition. The new light-filled rooms, state-of-the-art technology,



PAWTUCKET SCHOOLS - RIDE STAGE II

Pawtucket, RI



The projects included within this (revised) Stage I application are in alignment with the visioning and master planning work done by The SLAM Collaborative (SLAM) as a supplement to the previous submission by MTG and SMMA as well as the Jacobs Facilities Conditions Assessment. Based on changes considered by the Pawtucket School District (PSD), SLAM was engaged in June 2019 to update the 9/17/18 Stage I submission to RIDE, incorporating new demographic and visioning outcomes.

The projects included for further development by SLAM as part of the Stage II process include the following:

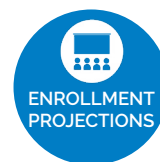
- **Comprehensive High School Renovations of Shea and Tolman High Schools**

- Following tours of historic buildings with RIDE and the RI HP & Historic Commission, renovation of both schools focuses on maintaining facades while providing necessary accessibility. Interior renovations, restoration of first floor corridors and auditorium. Limitations of available site and the historic context of each high school make expansion unlikely. PSD will consider phased construction or double sessions to allow for renovation of the two high schools.

- **District-wide Health and Safety Upgrades**

- Health and Safety work at multiple schools scheduled for summer construction periods through 2024
- **Closing of two existing elementary schools and construction of two new STEAM Elementary Schools on the existing school sites**
- Replacement of existing schools requires temporary educational space or phasing.
- Construction of new elementary schools with a higher student capacity allows shifting of student population creating space in other schools for necessary core academic space.

SLAM was subsequently selected to renovate Shea High School in association with Brewster Thornton Architects; as well as the design for the Winters STEAM Elementary School



NONNEWAUG HIGH SCHOOL

Woodbury, CT



SERVICES

Full Architectural Design Services,
Programming/Planning, Interior Design,
Landscape Architecture, Structural
Engineering, Cost Estimating

PROJECT SIZE

150,000 SF

CONSTRUCTION COST

\$52 M (est.)

COMPLETION DATE

In Construction

3/2020 (est.)

NOTABLE PROJECT FEATURES

- New school will feature a maker space where students can gather to work on projects while sharing ideas, equipment, and knowledge;
 - State-of-the-art learning environments for 21st Century Learning, including hands-on learning labs
- Renovations/improvements to athletic facilities and fields
- Project is a phased renovation while occupied

This 150,000-SF renovate-as-new project includes replacement of science labs and classrooms with new state-of-the art learning environments; installation of new hands-on learning labs; renovation of dated auditorium with all new audience seating, acoustic wall and ceiling treatments, and appropriate accessibility; renovation of performance stage to include all new flooring, curtains, theatrical lighting, and sound system; renovation of the existing gymnasium by replacing the wood athletic floor, all gym equipment, spectator bleachers, and wall padding; renovation of library media center to include a maker space and updated technology; all new finishes and furniture in the cafeteria, kitchen, offices and conference rooms.

The existing 2-story main corridor will be brightened with new finishes, new lockers, sleek metal railings, and sunlight reflecting solar tubes for lighting. To meet current energy codes, all HVAC systems are being replaced, as are plumbing fixtures and infrastructure, insulation is being added at exterior walls and the attic level, and old single-pane windows are being replaced. The building will also be upgraded to include new life safety measures including an entirely new fire suppression (sprinkler) system and to meet the CT guidelines for school safety infrastructure.

Site improvements include new parking lots, reconfigured site circulation to improve safety, a beautiful entry and graduation plaza, and plantings. Natural athletic fields will all be renovated in place and will receive a new irrigation system, and a new multipurpose artificial turf field will be installed at the existing track.



REGIONAL SCHOOL DISTRICT 12 - MASTER PLAN AND ELEMENTARY SCHOOL FEASIBILITY STUDY

Washington Depot, CT

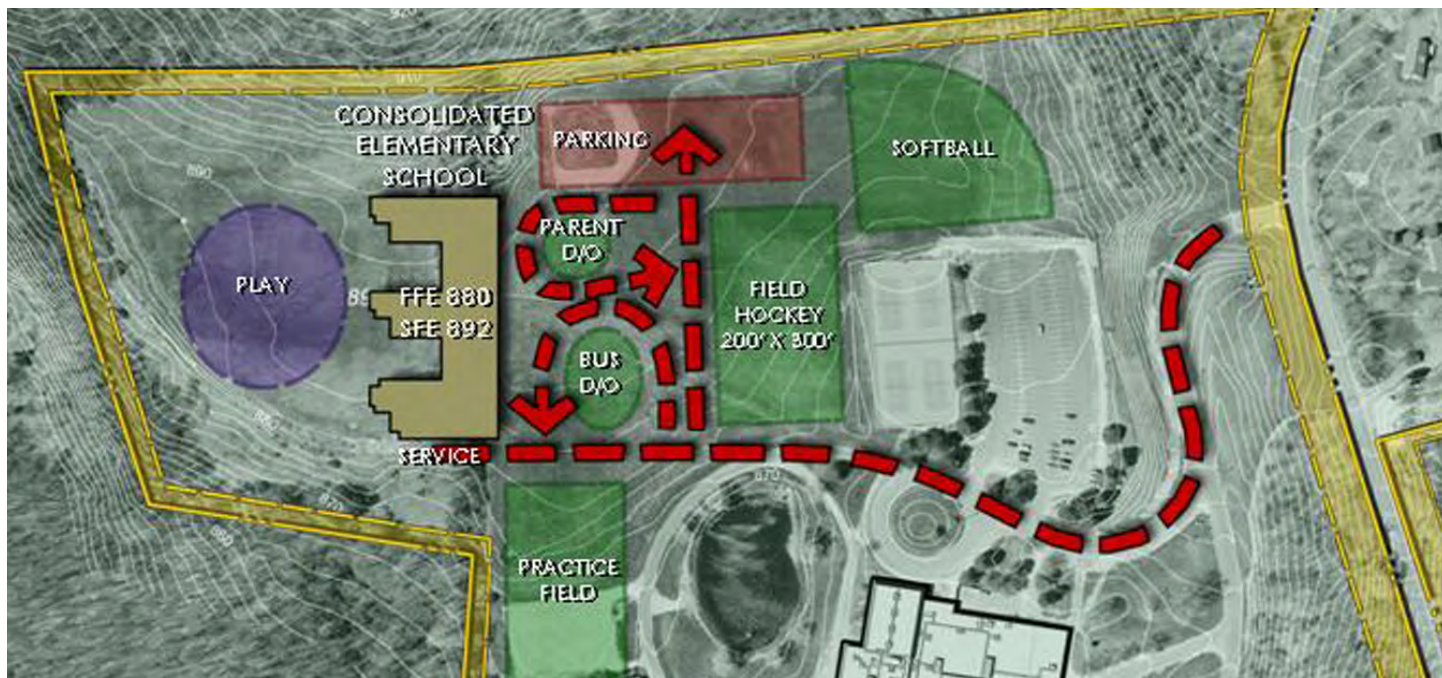
As an outcome of the master planning study we provided, SLAM conducted a feasibility study of a prospective site for a new regional elementary school. Services included the commissioning and management of engineering investigations for: site boundary and topographic survey, wetlands survey, environmental engineering, and geotechnical engineering. Design services included: site planning, architectural planning, civil and traffic engineering. Construction estimating services were included in order to present the building committee with a comprehensive feasibility study for the project, including an estimated project cost. SLAM also assisted the Building Committee in presenting the study to the community to answer constituent questions.



REGIONAL SCHOOL DISTRICT 12 - MASTER PLAN AND ELEMENTARY SCHOOL FEASIBILITY STUDY

Washington Depot, CT

The S/L/A/M Collaborative provided Master Planning services to Regional School District 12 to assist them in evaluating three existing K-5 elementary schools as well as the viability of a consolidated K-5 elementary school on a separate site. Review and refinement of the district's educational specification space program resulted in revised space programs for each school. Collaboration with the Board of Education, Steering Committee, and individual school task force members resulted in the optimal solution for each school.



TORRINGTON PUBLIC SCHOOLS, NEW MIDDLE/HIGH SCHOOL

Torrington, CT



SERVICES PERFORMED BY SLAM

Full Architectural Design Services,
Programming/Planning, Interior Design,
Landscape Architecture, Structural
Engineering, Cost Estimating

PROJECT SIZE

310,000 SF

BUDGETED CONSTRUCTION COST

\$152M (est.)

FINAL CONSTRUCTION COST

TBD

DATES OF DESIGN

1/2021 - 6/2022

DATES OF CONSTRUCTION

6/2022 - 4/2025 (est.)

The project is the design of a new Middle/ High school and central administration offices on the existing 35 acre high school site. The new building is to be constructed while the existing high school remains operational. The existing track and field are to remain in place having just been completed six years prior and shall remain operational during construction. The completed project will include new fields and tennis courts to support HS and MS athletics.

Design enrollment includes 1,005 students in grades 9-12 and 645 students in grades 7-8 for a total of 1,580 students. Approximately 30 central administration staff will also be included in the building.

The high school curriculum will include six academic pathways: STEM/Hi-Tech Manufacturing, Education, Public Safety/ Criminal Justice, Applied Arts, Business and Health & Wellness and provide modern learning environments, premier performing arts spaces in support of Torrington's award winning visual and performing arts curriculum.

The relocation of middle school enrollment to the new middle/high school campus is part of a larger district master plan that will permit the re-purposing of the existing middle school into a grade 4-6 facility, thus transforming the existing elementary schools into grade K-3 facilities.

The school is being designed to CT High Performance Building Standards, LEED Gold Equivalent.

TORRINGTON PUBLIC SCHOOLS, NEW MIDDLE/HIGH SCHOOL

Torrington, CT



NOTABLE PROJECT FEATURES

- Maker Spaces
- Six Academic Pathways
- Performing and visual arts programs
- On-site school readiness program supports the Education Pathway
- Industrial and Performing Arts culture of Torrington was the inspiration for the school's design



OX RIDGE ELEMENTARY SCHOOL AND EARLY LEARNING PROGRAM

Darien, CT



SERVICES

Full Architectural Design Services,
Programming/Planning, Interior Design,
Landscape Architecture, Structural
Engineering, Cost Estimating

CONTRACT NUMBER

035-0117N

PROJECT SIZE

110,000 SF

BUDGETED CONSTRUCTION COST

\$54.0M

FINAL CONSTRUCTION COST

TBD

DATES OF DESIGN

05/2019 - 07-2020

DATES OF CONSTRUCTION

9/2020 - 8/2023 (est.)

Design of a new 110,000-SF, PK-5 School to provide an inspirational place of learning for 428 K-5 students. The facility will also house a district-wide Early Learning Program for 150 PreK students. The design will include flexibility toward future expansion as well as flexibility of programmatic uses of designed spaces to provide a variety of learning environments and consideration of potential community access and use of facilities. The project will be designed to integrate sustainable design principles. The new school will be built on open space on the current site, while the existing school remains operational.

Notable Features

- Separate ELP (Pre-K) wing, positioned for shared use support facilities with the K5 wing
- Neighborhood classroom "pods" by grade level K-5
- Learning Commons/Learning Corridor" for breakout space outside the classroom, by grade level
- Main courtyard as a central organizing feature, with outdoor curriculum space
- Building and site design integrated into existing site topography

OX RIDGE ELEMENTARY SCHOOL AND EARLY LEARNING PROGRAM
Darien, CT



WEAVER HIGH SCHOOL

Hartford, CT



SERVICES

Full Architectural Design Services,
Programming/Planning, Interior Design,
Landscape Architecture, Cost Estimating

PROJECT SIZE

250,000 SF

CONSTRUCTION COST

\$110 M (est.)

COMPLETION DATE

7/2019 (est.)

Transformation (renovate-as-new) of a 1970's era 370,000-SF high school built for 2000 students into a modern, theme-driven school to accommodate 900 students in grades 9-12. Three theme offerings include: Richard J. Kinsella Magnet School for the Performing Arts, Journalism and Media Academy and High School Inc., Hartford's Insurance and Finance Academy, the curriculum for which is based on the National Academy Foundation Finance model.

The school is being designed to CT High Performance Building Standards, LEED Silver Equivalent.

NOTABLE PROJECT FEATURES

- Transformation of a 1970's building with windowless classrooms into a 21st century learning environment
- Integration of three distinct school programs under one roof through careful programming and development of spaces that could be used by multiple programs
- Renovation of a 1,400-seat auditorium and development of a 200-seat Black Box theater
- Band, strings, and choral classrooms; dance, music and drama studios
- CAD/Maker lab, Computer Graphic Arts, and Traditional Art Studios
- TV Studio and control room and Radio Station (WQTQ)
- Entrepreneurial and insurance lab, Finance Lab and Marketing Lab
- Team Based learning Lecture Hall (TBL)
- Site Improvements to provide dedicated bus and parent drop off lanes, improved 400-meter, 8-lane track and synthetic turf four-sport competition field with spectator seating





WATERBURY PUBLIC SCHOOLS



Kemp A. Morhardt, AIA
Principal-In-Charge



Amy Samuelson, AIA, LEED AP
Project Manager



Michael Zuba, AICP, NCI
Director of Public Education
Master Planning



James Hoagland, AIA, LEED AP
Design Architect



Amy Mund Christmas, ALEP
Programmer/Planner



Nate Bernier, CPE, LEED AP
Chief Cost Estimator

CONSULTANTS

MEP/FP Engineering



Civil / Environmental &
Landscape Architecture



LEP Consulting Services



KEMP MORHARDT, AIA

Principal-in-Charge



EDUCATION

B. A. Arch, University of North Carolina at Charlotte

B. S., Civil Engineering, University of Connecticut

A.S. Architectural Technology, Hartford State Technical College

REGISTRATIONS

CT, MA, NY, RI
NCARB

MEMBERSHIPS

American Institute of Architects

Association for Learning Environments (A4LE)

American Society of Civil Engineers (ASCE)

ACTIVITIES

Greater Hartford Jaycees, Volunteer

American Red Cross, Volunteer

Board of Directors for First Church Nursery Schools

WHYBL, Coach

WHGSL, Coach

AWARDS & HONORS

2020 CT CREW, Weaver HS - Best in Class Education

2012 CEFPI, Northeast Region, Project of Distinction Award, Metropolitan Business Academy

2011 Real Estate Exchange, Best in Class, Educational Category, Metropolitan Business Academy

2011 CT Building Congress, Project Team Award of Merit, K-12 Schools, Metropolitan Business Academy

Kemp is a Principal of the firm and the leader of SLAM's Public Education practice. He is a member of the Education Studio leadership team, with a focus on the development of the K-12 and Higher Education markets. He serves on SLAM's board of directors, and the board of directors for SLAM's construction services group. With over 25 years of architectural and engineering design experience on a broad range of institutional and civic projects, he brings a unique perspective to projects with a personal commitment to clients and project teams. As an Architect, his ability to listen and understand a client's vision and expectations fosters close collaboration in transforming their ideas into built form. Kemp's extensive project management experience and meticulous attention to detail has helped SLAM build an impeccable track record of delivering complex projects on-schedule and frequently under budget, without sacrificing scope, design or construction quality. His commitment to sustainable design, especially in the areas of environmental stewardship, energy efficiency and reduced life cycle costs, yields significant dividends to our clients in the form of a reduced carbon footprint and long-term operational savings.

WATERBURY PUBLIC SCHOOLS, FACILITY UTILIZATION & REDISTRICTING STUDY

Study to analyze enrollment needs, inventory existing school facilities, and develop a plan to align demographics with school facility needs, space requirements, and education vision for the district's preK-8 grade system

WATERBURY PUBLIC SCHOOLS, LONG-RANGE FACILITIES PLANNING

Study to provide design and planning services for educational facility assessments, demographic study, and utilization analysis, across the district and facility best use master plan to consider the future needs of Waterbury students. The master plan is a data driven process that aligns with the District's Strategic Plan goals, as well as national educational standards, and provides a structured yet malleable framework for implementation.

GROTON SCHOOLS LONG-RANGE FACILITIES PLAN

Comprehensive analysis of the district enrollment projections, elementary, middle school and high school facility assessments and test fit studies in support of potential re-districting scenarios. SLAM's role was to inventory and evaluate the existing facilities in the context of the district educational specifications and prepare site and building test fits (feasibility studies) for new construction scenarios as well as prospective reuse scenarios (e.g. middle school converted to elementary). The project scope also included cost modeling for multiple facility upgrade/reuse scenarios to provide town leaders with the necessary decision making information and data for presenting the project for referendum. Completed 2013

HARTFORD PUBLIC SCHOOLS, FACILITY MASTER PLAN

Inventory, assessment and capacity analysis of all the schools in the Hartford district; the work also includes the development of planning options for facilities best use moving into the future to address changing enrollment dynamics in the context of magnet choice and open choice opportunities in the Greater Hartford region.

NEW CANAAN MIDDLE SCHOOL, FEASIBILITY STUDY

Study for 1200-student middle school which analyzed room utilization, classroom count scenarios using enrollment projections, and determined current and future programs with space demands; developed a feasibility study for a 12-classroom addition including STEM classrooms.

REGION 12 SCHOOL DISTRICT, MASTER PLAN

Master Planning services to assist in evaluating three existing K-5 elementary schools and the viability of a proposed consolidated K-5 elementary school on a separate site. Review and refinement of the district's educational specification space program resulted in revised space programs for each school. Collaboration with the Board of Education, Steering Committee, and individual school task force members resulted in the optimal solution for each school.



AMY SAMUELSON, AIA, LEED AP

Project Manager



Amy, an Associate Principal with SLAM, has been with the firm since 1995 and has more than 25 years of experience as a project architect and manager. With expertise in education facilities of all types, she was recently named to the Studio Core Team Leadership as the Management and Human Resources Leader. Highly regarded for her exceptional team building skills, Amy manages complex projects, overseeing large teams from planning through design and construction and was recently awarded the AGC Designer of the Year award. Heavily involved in public schools required to follow the SSIC Guidelines, she has attended numerous seminars and training programs related to security in public schools. She is a member of the Connecticut School Construction Coalition, representing the Connecticut AIA, and is a presenter at the Coalition's annual education forum for town officials and school administrators. Amy

EDUCATION

B. of Architecture and B. of Science
in Architecture, Magna Cum Laude,
The Catholic University of America in
Washington, DC.

REGISTRATIONS

CT

MEMBERSHIPS

American Institute of Architects (AIA)
AIA Connecticut, Board of Directors
member
United States Green Building Council-LEED
Accredited Professional (Leadership in
Energy and Environmental Design)

AWARDS

Association of General Contractors (AGC)
Designer of the Year, 2019
D.C. AIA Merit Award for Senior Design/
Build Project
Benjamin T. Rome Award for Leadership,
Academics, and Professionalism.

PRESENTATIONS

Ed Spaces Conference, November 2022
"Success Through Inclusion: Maximizing
In-District Special Education Program
Potential"
2021 CABA/CAPSS Convention, Success
Through Inclusion: Maximizing In-District
Special Education Program Potential

WILTON MILLER-DRISCOLL FEASIBILITY STUDY

Feasibility study to determine how best to accommodate the Town's Pre-school and K-2 grades. The feasibility study provided designs for upgrading the existing layout of the classroom pods, for greater efficiency, as well as suggestions for a redesign of the school's main entrance, and of the Administration Department.

GROTON MIDDLE SCHOOL

New 155,000-SF middle school for 950 students in grades 6-8; school will follow the International Baccalaureate Middle years Programme and include STEM & Arts and Humanities pathways

MYSTIC MIDDLE SCHOOL

Design of a 24,000-SF addition and 53,000-SF renovations. Project includes four new classrooms, and new library, gymnasium, band and choral practice facilities. Renovations to the existing building will include code updates for health, fire, and safety; and technology wiring to allow for Internet connection throughout the school

NONNEWAUG HIGH SCHOOL

150,000-SF renovate-as-new project to include replacement of science labs and classrooms; installation of new hands on learning labs; renovation of auditorium, stage, and gymnasium; renovation of library media center, cafeteria, kitchen, offices and conference rooms; renovation of athletic facilities and fields; upgrades to HVAC, technology and code; hazmat abatement

OX RIDGE ELEMENTARY SCHOOL

New 110,000-SF, PreK-5 elementary school for 428 K-5 and 150 PreK students which will provide a variety of flexible learning spaces and serve as the central location for the Early Learning Program. Construction of new school to occur on existing site, while the existing school remains operational.

RIDGEFIELD HIGH SCHOOL

210,000-SF renovations and a new 90,000-SF addition for 1800 students that houses state-of-the-art science classroom/labs, as well as a 2-story cafeteria for 600 students that serves as a central socializing space. The new addition also houses a Culinary Arts Lab similar to a contemporary commercial kitchen. Construction cost: \$32.9M. Completed 2004.

SAMUEL STAPLES PREK-5 SCHOOL

121,000-SF new elementary school for 850 students, grades PreK-5; the school is broken down into classroom neighborhoods to allow for a simple organization, enabling young children to easily navigate the large-scale building. Recipient of numerous design awards, including 2009 AIA/CAE Educational Facility Design Award Citation

TORRINGTON PUBLIC SCHOOLS, NEW MIDDLE/HIGH SCHOOL & BOE OFFICES

New 310,000 SF Middle and High School facility for 1,650 students in grades 7-12, as well as 8,000 SF for the Central Office Administration, to be located on the current Torrington High School campus.

JAMES HOAGLAND, AIA, LEED AP

Project Manager/Design Architect



Jim is a Senior Associate with SLAM and brings over 20 years of experience on educational projects, with a specific affinity for K-12 work. Jim has a passion for creative design and has a proven reputation for delivering thoughtful solutions to complex architectural issues. He has successfully led a variety of project teams, working in a variety of school districts across the Northeast region with a wide range of scope and scale. Jim is a good verbal and written communicator and has become a valued SLAM team member. He also enjoys mentoring junior staff members and his recent involvement with the AIA Connecticut's Architectural Experience Program (AXP) Task Force and the in-house AXP candidates has been very rewarding.

EDUCATION

B. Architecture - Syracuse University

REGISTRATIONS

CT, MA, NCARB

MEMBERSHIPS

American Institute of Architects (AIA)

United States Green Building Council -
LEED Accredited Professional (Leadership
in Energy and Environmental Design)

AIA Committee on Architecture for
Education (CAE)

AIA CT - Architectural Experience Program
(AXP) Task Force

Adjunct Professor, University of Hartford
Board of Trustees, South United Methodist
Church

OTHER

2020 - 2021

Regional Senior Development Architect
for a Master Facility Planning Process that
delivers a comprehensive report to school
districts to address infrastructure, overall
facility and programmatic needs.

OX RIDGE ELEMENTARY SCHOOL, DARIEN, CT

New 110,000-SF, PreK-5 elementary school for 428 K-5 and 150 PreK students which will provide a variety of flexible learning spaces and serve as the central location for the Early Learning Program. Construction of new school to occur on existing site, while the existing school remains operational.

PAWTUCKET UNIFIED HIGH SCHOOL, PAWTUCKET, RI

New 420,000-SF High School that will replace two existing outdated High Schools in the City. Initial efforts include programming, site test fits, preliminary design and regulatory guidance for the Ad-Hoc Subcommittee.

ROGERS HIGH SCHOOL, NEWPORT, RI

Design and construction administration of a replacement high school and related site work; the school campus will be occupied during construction. The new school will provide flexible learning spaces and state-of-the-art design.

DUGGAN K-8 SCHOOL, WATERBURY, CT*

Renovation/addition utilizing a 31,000 SF historic renovation of a 1890 Richardsonian Romanesque school and a 45,000 SF addition that is configured to maximize student engagement within the new grade configuration on a tight urban site with steep slopes and reflects a strong sense of the neighborhood's commitment to the community.

JOHNSTON PUBLIC SCHOOLS NEW ELEMENTARY SCHOOL, JOHNSTON, RI

New elementary school for 1,100 students in Grades 1-4 to consolidate 4 elementary schools in the district. The new school includes multiple music, art, STEAM, media center, special education and enhanced educational environments. The layout embraces their familiar neighborhood school feel by creating neighborhoods of spaces centered around learning commons to bring the scale of the building down to a child friendly size.

PLANNING STUDIES - K12 PUBLIC*

- Amherst-Pelham Regional School MS/HS Consolidation Plan, MA*
- Caleb Dustin Hunking School Feasibility Study, Haverhill, MA*
- Groton Public Schools K-12 Master Planning Study, Groton, CT*
- Guilford High School Site Feasibility and Selection Study, Guilford, CT*
- Little Compton Schools Master Plan, Little Compton, RI*
- Manchester Public Schools, District-Wide Master Plan, Manchester, CT*
- Naugatuck Public Schools Facilities Utilization Study, Naugatuck, CT*
- Robertson and Washington Elementary School Feasibility Study,

AMY MUND CHRISTMAS, ALEP

Lead Academic Programmer/Planner



EDUCATION

B. Arch. - Wentworth Institute of Technology

MEMBERSHIPS/CREDENTIALS

Accredited Learning Environments Planner
(ALEP)

Society for College and university Planning
and university Planning (SCUP): Planning
Institute Alumna (2016-2018)

Association for Learning Environments
(A4LE)

RECENT PRESENTATIONS

Ed Spaces Conference, November 2022
"Success Through Inclusion: Maximizing
In-District Special Education Program
Potential"

AIA Atlanta, August 2022, "Breaking the
Barrier: Incorporating Universal Design"

Connecticut Association of Boards of
Education/Connecticut Association of
Public Superintendents (CABE/CAPSS)
Convention, November 2021 "Success
Through Inclusion: Maximizing In-District
Special Education Program Potential"

Mechanical Engineering Chair Summit,
August 2019 "Shared and Collaborative
Spaces"

ACUI Regional Conference, November
2018 "Changing Student Culture Through
Renovated Student Center Space: Scalpel
vs. Sledge Hammer"

A4LE LearningSCAPES National
Conference, October 2017, A4LE Northeast
Conference, March 2017 "Classroom to
Career: When You Get to a Fork in the Road,
Take It"

SCUP 50 National Conference, July 2015:
"How Curriculum and Space Can Learn
From Each Other"

AIA National Conference, May 2012: "How
People Learn: Connecting Research on
Learning to Planning, Designing, and
Assessing 21st Century Learning Spaces"

IFMA Facility Fusion Conference, March
2011: "How Does Your Campus Measure
Up? Assessing your campus' ability
to accommodate the new learning
environments"

Amy, an Associate Principal at The S/L/A/M Collaborative, has been with the firm for 24 years. She specializes in education work, particularly planning and program development. She is an expert and was key in developing the firm's Outcomes-Based Planning and Programming, a unique metric designed to help education clients assess the value of complex outcomes. Amy is one of only a few Accredited Learning Environment Planners in the State of Connecticut.

REGION 12 SCHOOL DISTRICT, FEASIBILITY STUDY AND MASTER PLAN

Master planning services in evaluating 3 existing K-5 schools, as well as the viability of a consolidated K-5 elementary school on a separate site; feasibility study of a prospective site for a new regional elementary school; update consisting of probable cost estimates for new PreK-5 and PreK-12 facilities.

NEW CANAAN MIDDLE SCHOOL, FEASIBILITY STUDY

Study for 1200-student middle school which analyzed room utilization, classroom count scenarios using enrollment projections, and determined current and future programs with space demands; developed a feasibility study for a 12-classroom addition including STEM classrooms.

PAWTUCKET SCHOOL DISTRICT, MASTER PLAN AND STAGE II SUBMISSION

Development of a comprehensive master plan for all 16 schools in the Pawtucket school district as well as Stage II submission (through Schematic Design) for 4 schools: Shea High School, Tolman High School, Baldwin Elementary School, and Winters Elementary School, as well as district-wide health and safety upgrades.

WATERBURY CAREER ACADEMY

Programming, planning, and design for new innovative 150,000-GSF career and technical education center for students in grades 9-12. Programs include computer sciences, engineering technology, and human and health sciences. Project designed to meet CT High Performance Building standards, LEED Gold equivalent.

CREC PUBLIC SAFETY ACADEMY

New 150,000-SF state-of-the-art facility for 700 students, grades 6-12; goal is to prepare students for a career in public safety and community services, including police, fire, and emergency medical services. Project designed to meet CT High Performance Building standards, LEED Gold equivalent.

EAST HAMPTON HIGH SCHOOL

121,000-SF renovate-as-new, phased project for 580 students in grades 9-12. Project includes 93,000-SF renovation of existing space and a 28,000-SF addition to house a new science wing, lecture hall, and expanded cafeteria and gymnasium areas. Project also included the design of major site improvements to the main entrance, student drop off areas, overall vehicular and pedestrian circulation, on-site solutions for sustainable drainage and enhance the connection and experience of the existing athletic facilities

GROTON MIDDLE SCHOOL

New 154,000-SF middle school for 950 students in grades 6-8; school will follow the International Baccalaureate Middle years Programme and include STEM & Arts and Humanities pathways.

JOURNALISM & NEW MEDIA HIGH SCHOOL

53,000-SF addition and 25,000-SF renovation (renovate-as-new) to provide a school for 400 students in grades 9-12. The new facility will deliver cutting-edge curricula and innovative programs that will build skills in critical thinking and creative media production.

MICHAEL ZUBA, AICP, NCI

Director of Public Education Master Planning



EDUCATION

MS, Environmental Science University of New Haven

BS, Environmental Science Wilkes University

REGISTRATIONS

Certified Planner, American Institute of Certified Planners (AICP)

National Charrette Institute (NCI)

Certification in GIS University of New Haven

MEMBERSHIPS

American Planning Association

National Charrette Institute

Connecticut Economic Development Association

Mike is a certified planner with over 20 years of experience working in the A/E consulting industry, with a focus on master planning, demographics, and enrollment projection planning for K-12 projects, as well as expertise in land use and zoning. He also has extensive experience serving as a facilitator for public and private clients' planning processes including master plans, development projects, school redistricting, facility master plans, zoning regulations and community comprehensive plans. Since 2000, Mike has assisted more than 60 communities on a variety of projects ranging from demographics and land use to comprehensive plans. He understands the complexity of modern planning projects, balancing input from many stakeholders, managing project dynamics, and fostering public involvement.

CHESHIRE ELEMENTARY FACILITIES PLANNING

Developed school realignment and redistricting scenarios to support Cheshire's elementary school plan and construction program. As part of the master planning process, developed a program to re-organize from a five to four elementary school alignment. Through the construction of new elementary schools on the northern and southern ends of Town, this plan aims to address enrollment pressure and capacity concerns, while addressing capital needs across the elementary buildings. Additionally, 10-year enrollment projections were prepared to support Cheshire's pre-referendum and construction grant process.

DANBURY PUBLIC SCHOOLS ENROLLMENT PROJECTIONS FOR CAREER ACADEMY

Developed 10-year Comprehensive enrollment projections to support Danbury's school construction program for Danbury's Career Academy, with a planned capacity of 360 middle school students (grades 6-8) and 1,100 high school students (grades 9-12). Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends.

FAIRFIELD PUBLIC SCHOOLS (COOPERATIVE ED SERVICES) 10-YEAR PROJECTION STUDY

Developed 10-year comprehensive enrollment projections for Fairfield's eleven elementary schools, three middle and two high schools. Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends. The baseline enrollment projections were used to develop elementary school reconfiguration and redistricting scenarios that helped guide the district's facility improvement plan and Fairfield's racial balance plan.

MANCHESTER PUBLIC SCHOOLS 10-YEAR PROJECTIONS

Developed 10-year comprehensive enrollment projections to support Manchester's elementary school construction program, which reorganized grade grouping and attendance zones. Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends.

MADISON PUBLIC SCHOOLS ENROLLMENT PROJECTIONS UPDATE

Developed 10-year Comprehensive enrollment projections to support Madison's pre-referendum planning and school construction program which further consolidates school facilities and reorganizes grade grouping and attendance zones. Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends.

MILFORD PROJECTIONS UPDATE

Developed 10-year Comprehensive enrollment projections for Milford's eight elementary schools, 3 middle and two high schools. Conducted a detailed analysis of enrollment drivers; housing starts and real estate market, demographics and live births, and enrollment trends.

NATE BERNIER, CPE, LEED AP

Chief Cost Estimator



EDUCATION

A. S. Architectural Design, Three Rivers
Community College

B.S. Construction Management, Central CT
State University

M. S. Construction Management, Central CT
State University

CERTIFICATIONS

Certified Professional Estimator (CPE)

LEED Accredited P Professional (LEED AP)

PROFESSIONAL QUALIFICATIONS

Adjunct Professor, Three Rivers Community
College

Nate is a Senior Estimator for S/L/A/M Construction Services and a Senior Associate of the Firm. He has over 23 years of experience as an estimator with a high success rate of working with designers and Owners to value manage projects within their respective budget. Nate works collaboratively with the SLAM design team developing conceptual design budgets, evaluating constructability issues, preparing cash flow analysis and leading value management. His work on numerous pre-construction efforts on multiple projects, has resulted in cost reductions of 5-12%. **Nate is a Certified Professional Estimator (CPE)**

OX RIDGE ELEMENTARY SCHOOL

New 110,000-SF, PreK-5 elementary school for 465 K-5 and 150 PreK students which will provide a variety of flexible learning spaces and serve as the central location for the Early Learning Program. Construction of new school to occur on existing site, while the existing school remains operational.

BULKELEY HIGH SCHOOL, RENOVATION

Renovate-as-new project of windowless 285,000-SF school into a modern high school for 850 students, grades 9-12. The project also includes a 70,000 SF district-wide support facility to house BOE offices, welcome center and print shop, Regional School Choice offices, and Nutrition Services central warehouse, commissary and distribution center.

NONNEWAUG HIGH SCHOOL, ADDITION & RENOVATION

Nonnewaug High School was a 150,000 SF renovate-as-new project. It included the replacement of science labs and classrooms with new state-of-the art learning environments; installation of new hands-on learning labs; the renovation of a dated auditorium with all new audience seating, acoustic wall and ceiling treatments, and appropriate accessibility. The renovation of the high school's performance stage including all new flooring, curtains, theatrical lighting, and sound system; renovation of the existing gymnasium by replacing the wood athletic floor, all gym equipment, spectator bleachers, and wall padding; renovation of library media center to include a maker space and updated technology; all new finishes and furniture in the cafeteria, kitchen, offices and conference rooms.

CANTERBURY SCHOOL

Design of a new two-story, 22,000-SF innovative center for 350 students to serve as signature facility for the campus; includes maker spaces, flexible, multi-use classrooms, and student center with cafe

THE FREDERICK GUNN SCHOOL, COMMUNITY & ARTS CENTER

New 30,000-SF community and arts center to house a 500-seat theater, visual arts studios, music studios, digital arts classrooms, dance studio and gallery/display spaces.

PHILLIPS EXETER ACADEMY - NEW STUDENT DORMITORY

Performed schematic and design development estimates for the design of a new 44,000-SF 4-story dormitory building.

PROVIDENCE COLLEGE, ALBERTUS MAGNUS RENOVATIONS

Departmental / End-User needs assessment, Program and verification, existing condition building analysis as well as reviewing opportunities for new student gathering / common spaces for informal learning, enhanced building identity within the Campus, and to provide a more pronounced entry point to the building complex.

SPRINGFIELD COLLEGE - HEALTH SCIENCES BUILDING

Performed schematic, design development estimates and cost analysis for a new 80,000-SF 4-story Health Sciences Building.

STUDIOJAED COMPANY PROFILE



1978
ESTABLISHED

29
TEAM MEMBERS



40+
YEARS

2 OFFICE
LOCATIONS



QUALITY



RESPONSIVENESS



TIMELINESS

StudioJAED is an industry leader in the utilization of technology and green design. Our in-house architecture, engineering and facilities group allows our clients enhanced control of their project budgets and schedules. Our integrated design services use an in-house architectural / engineering team concept with active principal involvement. Our work plan allows for compact scheduling and maximizes face-to-face services provided to our clients. Our designs bring Responsible Innovation™ to your buildings, which provides the highest quality, most creative, state of the art concepts, solutions and engineered designs that are within the project budget.



ARCHITECTURE

StudioJAED executes our projects with an evidence-based approach. Only after understanding our clients' needs and applying cutting-edge architectural solutions can we provide Responsible Innovation™ to our client's projects. We recognize that every decision we make during design affects everything else in the finished building, which is paramount to our integrated design A/E teams.



FACILITY CONDITION ASSESSMENT

StudioJAED has special expertise in planning, performing and managing deferred maintenance and educational adequacy facility condition assessments. We are recognized nationally for our knowledge and development of an assessment and capital planning process that has proven to be both effective and efficient, while maximizing the value of the client's budget.



MEP ENGINEERING

StudioJAED provides comprehensive mechanical, electrical and plumbing engineering, expertly focused on the unique operational needs of our clients. Our experience in new and upgraded central plants, distributed equipment upgrades and critical power installations delivered using our in-house quality assurance and cost estimating guarantee that our clients receive the on-time and budget performance required for complex MEP projects.



MASTER PLANNING

StudioJAED's comprehensive master planning ensures that our clients have physical spaces that support future academic programs delivered in a vibrant living and learning community. Our process engages the community to plan for future academic spaces, recreational facilities, green space, transportation solutions and the best use of current buildings.



EDUCATIONAL PLANNING

Writing educational specifications draws all user groups together and builds consensus around common educational and community goals. The process of defining educational specifications provides an opportunity for everyone who uses the facility to express their needs and specific program requirements in writing, while also giving planners and designers an opportunity to integrate these needs into the facility design.



SUSTAINABLE & HIGH PERFORMANCE DESIGN

StudioJAED has LEED™ Accredited Professionals, Energy Star Engineers and Certified Energy Managers on staff. With experience in both LEED™ and CHPS protocols, the StudioJAED team has the necessary expertise and experience to provide our clients with sustainable, high-performance, energy-efficient solutions that are responsibly delivered within budgetary constraints.



COMMUNITY/STAFF ENGAGEMENT

A key design step to an award-winning project is to engage user groups, in well-orchestrated, fun sessions to gather ideas and document initial preliminary designs. This process involves key members of our project team meeting with your major stakeholders to develop a concept-level plan for the design of your facility. The design charrette process allows our design and planning professionals to become tools to combine the input from all facets of your organization and develop it into a cohesive plan.



INTERIOR DESIGN

Our interior design services are a creative practice combining both form and function. The goal of our practice is to improve the quality of interior space by increasing efficiency, safety and beauty. Our interior design services include analyzing programmatic information, establishing conceptual direction, refining the design direction and producing graphic communication and construction documents to shape the experience of interior space.

BRIAN M. ZIGMOND, P.E., CEM

ASSISTANT PROJECT MANAGER & LEAD ENGINEER



BIOGRAPHY

Brian is a mechanical engineer and a Certified Energy Manager and is responsible for the management of the technical design for various control systems at StudioJAED. His credentials include a strong focus on a holistic approach to engineering in building design, specifically on the interaction between the occupants and the built environment. His project history proves his commitment to bringing in large and complicated projects on time and in budget, and his vast experience in energy conservation projects is applied to every project. Away from work, Brian enjoys spending time on the water with his family. He is an avid trail runner and mountain-biker, who enjoys competing in varying outdoor race events with his wife.



PROFESSIONAL AFFILIATIONS

- Licensed Professional Engineer
- Association of Energy Engineers/Certified Energy Manager
- DE Association of Professional Engineers

EDUCATION

- Bachelor of Mechanical Engineering, University of Delaware

CURRENT REGISTRATIONS

- | | |
|---------------|----------------|
| RI 8474 | CT PEN.0026976 |
| DE 12905 | MA 51653 |
| MD 34974 | DC PE905699 |
| NJ 24GE045325 | SC 26302 |
| PA PE037089R | |

YEARS EXPERIENCE



CONSTRUCTION MANAGED

\$ 600+ Million

PROJECT EXPERIENCE

- New Gilpin Manor Elementary School, Elkton, MD
- Pell Elementary School Classroom Addition, Newport, RI
- New Chesapeake City Elementary School, Chesapeake City, MD
- Red Clay Multiple Capital A/E Projects, Wilmington, DE
- Providence Career and Technical Academy, Providence, RI



DAVID T. SPANGLER, P.E.

 MECHANICAL / IT ENGINEER



BIOGRAPHY

Mr. Spangler has experience on a wide range of government and educational renovation and new construction projects. David specializes in facility condition assessments as well as information technology infrastructure design. He also has experience with asbestos abatement design and project management. Dave holds Asbestos project designer and building inspector certificates as well a State of Delaware Asbestos Project Monitor certificate. His educational experience includes Indoor Air Quality remediation and a wide range of HVAC system applications, as well as life cycle costing analysis. In his spare time, he enjoys flying and instructing in multi-engine and single-engine airplanes, helicopters, and drones as well as scuba diving.



PROFESSIONAL AFFILIATIONS

- Licensed Professional Engineer
- National Council of Examiners for Engineering and Surveying


EDUCATION

- Bachelor of Mechanical Engineering, *University of Delaware*
- Master of Business Administration, *University of Delaware*

CURRENT REGISTRATIONS

- | | |
|---|---|
|  RI 8471 |  NJ 24GE04491800 |
|  DE 11015 |  PA PE062283 |
|  MD 23229 |  AR 11598 |
|  VA 033547 |  CA M31268 |

YEARS EXPERIENCE

 Total: 28 years

 StudioJAED: 28 years

CONSTRUCTION MANAGED

 210 Million

PROJECT EXPERIENCE

- Nuclear Magnetic Resonance Spectroscopy Lab, *Glassboro, NJ*
- Benefit Street Lighting Replacement, *Providence, RI*
- LLW Justice Center Elevator Modernization, *Wilmington, DE*
- CCRI Flanagan Campus Auditorium Renovation, *Lincoln, RI*
- Princeton Campus-Wide Assessment & Planning, *Princeton, NJ*



DANIEL SHURINA, P.E., LEED AP BD+C

 MEP ENGINEER



BIOGRAPHY

Mr. Shurina is a licensed mechanical engineer who brings contractor experience to his role at StudioJAED. Dan brings extensive CAD and 3-D modeling experience in pumping systems and compressed liquids, including LP gas and HVAC systems. With his LEED Certification and contractor experience, Dan brings unique knowledge of efficient and effective system design to every project. Additionally, Dan has certifications in refrigerants and gas piping. Aside from being heavily experienced in the design of mechanical and plumbing systems, Dan enjoys spending his free time doing various outdoor activities. Dan is into fishing and hunting, and has a knack for backyard agriculture.






PROFESSIONAL AFFILIATIONS

- Professional Engineer
- Leadership in Energy and Environmental Design Accredited Professional for Building Design and Construction

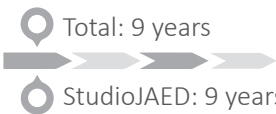
EDUCATION

- Bachelor of Mechanical Engineering, University of Delaware

CURRENT REGISTRATIONS

-  RI 12499
-  DE 19964
-  MD 50356

YEARS EXPERIENCE



CONSTRUCTION MANAGED

 135 Million

PROJECT EXPERIENCE

- Elmwood Recreational Center, Providence, RI
- Benefit Street Lighting Replacement, Providence, RI
- Portsmouth Senior Center Building Envelope, Portsmouth, RI
- CCRI Flanagan Campus Auditorium Renovation, Lincoln, RI
- Brook Street Fire Station Kitchen Renovation, Providence, RI



PARAG H. PATEL, P.E.

ELECTRICAL ENGINEER



Biography

Mr. Patel has been providing electrical engineering design and consulting services for more than 35 years for educational, banking, commercial, and industrial clients. His qualifications include extensive on-site surveying and assessment, comprehensive electrical system design, cost estimations, and development of construction documents for renovation and new construction projects. Parag has worked on countless educational projects as an electrical engineer across multiple states for a wide variety of clients ranging from K-12 to higher education. Outside of engineering, Parag is well versed in and thoroughly enjoys photography and also spends much of his free time traveling around the world.



Professional Affiliations

- Licensed Professional Engineer
- National Council of Examiners for Engineering and Surveying

Education

- Bachelor of Electrical Engineering, Gujarat University, Ahmedabad, India
- Associates of Electronics Engineering Tech, Columbus Technical Institute

Current Registrations

- | | |
|--|---|
|  DE 10552 |  NJ 24GE04120600 |
|  RI 8766 |  PA 051853E |
|  MD 22399 | |

Years Experience

 Total: 37 years



 StudioJAED Partner: 20 years

Project Experience

- Caesar Rodney HS Renovations & Additions, (Camden, DE)
- LLW Justice Center Elevators Modernization, (Wilmington, DE)
- Carvel Building Multiple Interior Renovations, (Wilmington, DE)
- Seaford High School Planning & Additions, (Seaford, DE)
- DelDOT Admin. Building Multiple Renovations, (Dover, DE)



TREVOR CRIST, EIT

 MECHANICAL DESIGNER



BIOGRAPHY

Mr. Crist's experience includes leading projects with numerous school districts and government agencies. At the inception of a project Trevor assesses requirements and works with architects to design repairs and replacements. As a tech-minded individual, Trevor focuses on the performance of a building's mechanical systems to continually provide clients with safe, reliable and sustainable design choices. As a mechanical designer for this project, Trevor will confidently hold multiple responsibilities that will be supported by and crucial to the rest of the StudioJAED team. Outside of the office, Trevor enjoys playing guitar and many other various musical instruments and also enjoys woodworking.



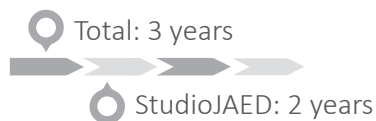
PROFESSIONAL AFFILIATIONS

· Engineer in Training Certification

EDUCATION

· Bachelor of Mechanical Engineering,
University of Delaware

YEARS EXPERIENCE



CONSTRUCTION MANAGED

 6 Million

PROJECT EXPERIENCE

- Pell Elementary School Classroom Addition, *Newport, RI*
- Perryville Elementary School Additions, *Perryville, MD*
- Elmwood Community Center Renovations, *Providence, RI*
- Classical High School Master Planning & Design, *Providence, RI*
- DE Department of Transportation Admin. Building, *Dover, DE*



JOSEPH A. DONOHUE, P.E.

ELECTRICAL ENGINEER



Biography

Mr. Donohue has been working in electrical field since 2013. He began his career as an Apprentice Electrician. He also worked as an Electrical Engineering Intern while in college. After graduating from the Pennsylvania State University in 2016, he began work with StudioJAED as an Engineer-In-Training until earning his P.E. and becoming a Licensed Professional Engineer in 2021. Since Joe has been with StudioJAED, he has worked on numerous projects, specializing in comprehensive electrical system design, lighting system design, control systems, and the development of construction drawings and specifications for both renovations and new construction projects. In his spare time, Joe enjoys restoring vintage automobiles.





Professional Affiliations

- Licensed Professional Engineer
- Delaware Association of Professional Engineers


Education

- Bachelor of Electrical Engineering,
Pennsylvania State University, Pennsylvania

Current Registrations

-  DE 25876
-  NJ 24GE05850500

Years Experience

 Total: 5 years



 StudioJAED: 5 years

Project Experience

- Caesar Rodney HS Renovations & Additions,
(Camden, DE)
- University of Delaware Arsht Hall Site Lighting,
(Newark, DE)
- Richardson & Robbins Building High Voltage
System Replacement,
(Dover, DE)
- Carvel State Office Building Lobby Electrical
Design ,
(Wilmington, DE)
- DEARNG Training Site Infrastructure Electrical
Upgrades/Replacement ,
(Bethany Beach, DE)





WHO WE ARE

Benesch is a multi-disciplined engineering and professional services firm. Roads, bridges, schools, parks and airports are just a few examples of where you can find our work. We enhance infrastructure and communities across the country – creating spaces and providing connections in ways that make a difference.

As a mid-sized firm, we are nimble enough to remain responsive to client needs, yet large enough to offer exceptional bench strength. As a matter of practice, we look for ways to exercise innovation and resist relying on how things have been done before.

Since 1946, Benesch has successfully completed thousands of planning, design and engineering projects throughout the United States and is currently ranked #100 among the Top 500 Design Firms in the country by Engineering News Record.

Alfred Benesch & Company



ENR
TOP 500 DESIGN FIRMS
#100

WHAT WE DO



Municipal



Education



Site Development



Traffic/Roadway



Land Survey



Landscape Architecture



900+ EMPLOYEES | 46 LOCATIONS | 20 STATES | **1 TEAM**

We routinely tap into our firm's high-level expertise to solve project challenges for clients across the country. Each of our offices benefit from the wealth of engineering, design and planning resources of the combined Benesch Team. Through proactive knowledge sharing, state-of-the-art communications technology and work sharing, we turn our nationwide capacity and expertise into high-value solutions for local infrastructure challenges.

www.benesch.com

William Walter, PE, LEED AP

Senior Project Manager / Civil/Site Group Manager

Will Walter leads the Site Development Group of Benesch's Glastonbury office. He is well versed in all aspects of land development and he brings over twenty years of design and project management experience for public and private clients to his work. Key areas of expertise include planning, permitting, site demolition, grading and drainage, utilities, erosion & sediment control, and construction phase services. He is experienced in total site design, which meet criteria and performance standards for numerous local, state, and federal guidelines, including requirements for: local zoning and inland wetlands; state DOT stormwater design; state DEEP stormwater quality and erosion and sediment control; federal NPDES; and LEED requirements.

Will regularly manages complex, multi-disciplined projects, including design and oversight of the entire permitting and design process associated with land development and roadway reconstruction. In addition, he is experienced in the provision of construction inspection and erosion and sediment inspection services, having performed this task on numerous development projects.

Bulkeley High School - Hartford, CT

Project Manager: The project involved the renovation of the existing 285,000 sq. ft high school, a 25,000 sq. ft commissary and associated Civil site design services. Will oversaw survey, traffic, storm water, utility and erosion control design, as well as local and state permits associated with the 20-acre site renovation.

Waterbury Career Academy – Waterbury, CT

Civil Engineer for the development of a new high school. Provided design of site storm drainage, sanitary sewers, domestic/fire protection water services, gas utilities, sedimentation, and erosion control measures, and the related site utility permitting support, in addition to ensuring the project met site and utility related Connecticut High Performance Standards.

M.D. Fox CommPACT School – Hartford, CT

Project Manager for survey, civil engineering and landscape architecture for a comprehensive renovation of this historic 1920s school facility. Worked with the project architect, to support the renovations by providing site layout planning, the design of new utilities, stormwater management systems, student drop-off and teacher/visitor parking facilities, and a playground.

Waterbury Enlightenment School – Waterbury, CT

Project Manager: Managed site-related portions of the redevelopment of an existing school in downtown Waterbury. The project included several construction phases and complex utility, grading, and drainage solutions in a tight, urban environment..

Gilmartin Elementary School – Waterbury, CT

Civil Engineer for the development of a new K-8 school. Provided design of site storm drainage, sanitary sewers, domestic/fire protection water services, gas utilities, sedimentation, and erosion control measures, and the related site utility permitting support.

Education

Bachelor of Science - Civil Engineering Worcester Polytechnic Institute

Years of Experience: 22

Registrations and Certifications

Professional Engineer:
Connecticut #23146 ; New York #103092; Massachusetts #54033; Rhode Island #12234

LEED® Accredited Professional

Ryan C. Deane, ASLA, PLA

Project Manager

Ryan has 16 years of experience in master planning, sustainable design, and construction administration. His expertise in 3D visualizations are focused in campus planning and design for public, corporate and collegiate clients. Ryan's skills go beyond architectural design, exhibiting a passion to develop and utilize cutting edge technology that have helped shape modern workflows and virtual reality presentations.

Ryan was named to Building Design & Construction's Forty Under 40 list (Class of 2017). He was the second Landscape Architect Awarded this distinction.

CREC Public Safety Academy – Enfield, CT

Landscape Architect: New 150,000-SF state-of-the-art facility for 700 students, grades 6-12. Site design included, drop-off, parking, and new synthetic turf field and track. Project designed to meet CT High Performance Building standards, LEED Gold equivalent.

East Hampton High School – East Hampton, CT

Landscape Architect: This 127,700-SF renovate-as-new, phased project for 580 students in grades 9-12 includes a 93,000-SF renovation and a 32,000-SF addition to house a new science wing, lecture hall, and expanded cafeteria and gymnasium areas. Project also included the design of major site improvements to the main entrance, student drop off areas, overall vehicular and pedestrian circulation, on-site solutions for sustainable drainage and enhance the connection and experience of the existing athletic facilities.

H. H. Ellis Technical High School – Danielson, CT

Landscape Architect: 130,000-SF renovation and a 70,000-SF addition of technical high school for 864 students which involved reprogramming of entire school; new gymnasium, arrival and drop-off, new parking and circulation, synthetic turf field and track; phased construction.

Greenwich Country Day School (Formerly The Stanwich School) – Greenwich, CT

Landscape Architect & PM: Developed a new private academic campus in Greenwich, CT for grades 7-12. Design of campus included siting of 4 new buildings, campus loop road, parking, a wastewater treatment facility and two synthetic turf fields. Campus construction required substantial earthwork and permitting, and was substantially completed in 2019.

Waterbury Career Academy – Waterbury, CT

Landscape Architect: Programming, planning, and design for new innovative 150,000-GSF career and technical education center for students in grades 9-12. Site design included, drop-off, parking, regatta style bus drop, amphitheater and new synthetic turf field. Project designed to meet CT High Performance Building Standards, LEED Gold Equivalent.

Campus Crossroads Stadium Expansion – University of Notre Dame

Landscape Architect: Campus wide planning and design effort, that included the redesign of vehicular and pedestrian circulation, the creation of campus gathering spaces, design of underground garage for delivery and NBC broadcasting vehicles, and planning and coordination of public safety elements for all Notre Dame football games

Rutgers University, Richard Weeks Hall of Engineering – Piscataway, NJ

Landscape Architect: New 112,500-SF facility for Civil/Environmental Engineering, Electrical/Computer Engineering with a focus on wireless communication technologies and an Advanced Manufacturing Institute for Chemical and Biochemical, Mechanical and Aerospace and Industrial and Systems Engineering. Spaces will include labs, research, computer wet & dry labs, high bay lab, clean room, smart classrooms, team-based learning (TBL) lecture hall, offices, conference rooms and various collaborative spaces. Ryan was responsible for landscape architecture and construction administration.

Education

BS, Landscape Architecture and Regional Planning - University of Massachusetts, Amherst

AS, Environmental Sciences and Human Ecology - Greenfield Community College

Years of Experience: 16

Registrations and Certifications

Professional Landscape Architect: CT

The Eagle project team currently consists of eighteen (18) full-time employees. Eagle's team is comprised of a Principal, a Vice President of Operations, a Senior Manager of Environmental Sciences, a Senior Project Manager, a Project Manager, Senior Environmental Consultants and Environmental Consultants. The team is supported by an Office Manager and an administrative assistant. Eagle has a full-service auto-CAD department capable of developing single line schematic drawings to full size scaled drawings and site plans.

Eagle's structure ensures that someone is always available to answer urgent questions or respond to emergency situations. Our fully staffed office supports the daily operations of active field work and report writing. Our administrative staffs are trained on the technical level in order to better serve our clients and assure quality. Our technical team of managers and consultants routinely meets with the administrative staff to ensure our clients objectives are being met on all levels. Eagle's volume of work requires strict coordination between managers and administrative staff to ensure project deliverables are completed on time.

Peter J. Folino
Principal

Mr. Peter J. Folino is the Principal of the firm. Mr. Folino has thirty (30) years of hazardous building materials consulting experience and obtained his Bachelor of Science Degree from Springfield College in Springfield, MA. As the President of the firm, Mr. Folino oversees the quality of services provided by Eagle Environmental, Inc. and guides the firm's management team. He is involved with the everyday operations on a technical and administrative level. Mr. Folino serves as laboratory director for the in-house asbestos analysis laboratory.

Mr. Peter Folino is a licensed asbestos inspector, designer and project monitor and a licensed lead inspector/risk assessor and planner/project designer in the State of Connecticut. He participates in the American Industrial Hygiene Association (AIHA) Asbestos Analyst Registry. Mr. Folino is an active member of the Connecticut Lead Poisoning Elimination Task Force. As a member of the task force, Mr. Folino helped develop revised state regulations pertaining to lead-based paint testing, abatement and clearance.

Mr. Folino served as the project manager for the Norwich State Hospital USEPA Brownfields clean-up consisting of the abatement and remediation of fifty-eight institutional and support buildings at the site in Preston, Connecticut. The project has been ongoing for approximately last three (3) years. Mr. Folino also served as the project manager for the former Nova Dye factory located at 313 Mill Street in Waterbury, CT, another brownfield site. This project consisted of a major environmental cleanup of several industrial buildings partially or completely damaged by fire. Mr. Folino developed the Alternative Work Practice and technical specifications for this project for the Waterbury Development Corporation. He is also working as the Project Manager for the renovation of five (5) Hartford Public Schools and Windsor Locks High School. The renovation of some of these schools required securing approval of Alternative Work Practice and Variance Applications from the State of Connecticut Department of Public Health (DPH) and approval of Environmental Protection Agency (EPA) of a Self-implementing On-site Cleanup and Disposal Plan (SIP) for remediation of PCB.

In addition, Mr. Folino has an extensive background in Public Housing rehabilitation projects funded by the Department of Economic and Community Development (DECD) and the Connecticut Housing Finance Authority (CHFA).

SECTION THREE

STATEMENT OF QUALIFICATIONS & WORK PLAN







STATEMENT OF QUALIFICATIONS & WORK PLAN

SLAM OFFICES

California (Los Angeles)

8607 Venice Blvd.
Los Angeles, CA 90034
(310) 559-4717

Colorado (Denver)

1900 Grant Street, Suite 800
Denver, CO 80203
(720) 946-0276

Connecticut (Glastonbury)

80 Glastonbury Boulevard
Glastonbury, CT 06033-4415
(860) 657-8077

Florida (Orlando)

100 East Pine Street, Suite 300
Orlando, FL 32801
(407) 992-6300

Georgia (Atlanta)

675 Ponce De Leon Ave, NE
Suite 4100
Atlanta, GA 30308-1829
(404) 853-5115

Iowa (Iowa City)

125 S Dubuque St, Suite 500
Iowa City, IA 52240
(319) 354-4700

Massachusetts (Boston)

250 Summer Street, 4th Floor
Boston, MA 02210-1135
(617) 357-1800

Pennsylvania (Philadelphia)

1880 JFK Boulevard, Suite 1301
Philadelphia, PA 19103
(215) 564-9977

Rhode Island (Providence)

One Davol Square, Suite 200
Providence, RI 02903-4755
(401) 563-7046

www.slamcoll.com
mail@slamcoll.com

QUALIFICATIONS / FIRM OVERVIEW

The S/L/A/M Collaborative (SLAM) is a multi-discipline design firm with 275 dedicated professionals and 43+ years of experience in the design of educational facilities. SLAM's corporate office headquarters is located in Glastonbury, Connecticut, with 8 additional offices across the country (see sidebar).

The firm was formed in 1976, when Stecker/LaBau Architects came together to consolidate and expand their practice. Over the next 40 years, SLAM joined forces with several additional firms to enhance our level of expertise and resources in the education, health care and corporate sectors, and added structural engineering, landscape architecture, and construction management divisions to our in-house services.

SLAM is organized as a Corporation in the State of Connecticut and is registered in 19 other states. We are governed by a Board of Directors led by a Chairman, and consisting of 7 additional Principals.

Financial Stability

In spite of the many changes that have taken place in the economy and in the design profession, SLAM has remained one of the largest, most professionally managed, and stable design firms in New England. Paralleling the firm's growth is its continued redefinition of the profession and ability to generate creative and technically correct projects, creating enthusiastic endorsement among our many repeat clients.

SLAM thrives as a result of its reputation for responsive client service, design excellence, and market-driven expertise. Our earliest predecessor firm was founded in 1976 and we have remained in continuous operation under our current corporation since then. The firm has performed in the industry's upper quartile for most financial

and human resources criteria, and enjoys stability in our core leadership and staff personnel, the average being 15 years length of service with the firm.

In-House Services

A fully-integrated firm qualified to take responsibility for building projects from design through construction, SLAM offers the following services:

Architecture
Programming/Planning
Master Planning
Feasibility Studies
Facility Assessment
Space Planning/Analysis
Furniture and Equipment Design
Code Analysis/Updating
Interior Design

Structural Engineering
Landscape Architecture/Site Design
Cost Estimating
Construction Management
Pre-construction Services

SLAM Waterbury Projects

- Gilmartin PreK-8 School
- Kaynor Technical High School
- Waterbury Career Academy
- Waterbury Municipal Stadium
- Waterbury Public Schools Facility Utilization Study
- Chase Collegiate School
- Naugatuck Valley Community College
- Saint Mary's Hospital
- Waterbury Hospital
- Opticare Eye Health & Visions Centers



PROJECT UNDERSTANDING

Our understanding of the project is to explore two conceptual design options for each school expansion project, work with the City of Waterbury and Waterbury Public Schools to determine a preferred option for each project, prepare schematic design documentation for the preferred options, generate a cost estimate for the preferred options in Level 2 Uniformat, prepare necessary documentation for the submission of a grant applications and assist the City and Superintendent of schools in submitting a grant applications for the following projects:

- Expansion of International Dual Language School into a PreK-8
- Expansion of Maloney Inter-district Magnet School into a PreK-8

The work will include regular meetings with the City, WPS "working group" during the development of design options to collectively work toward the preferred options. Our team will also coordinate regularly with the City and WPS representatives to prepare the written educational specification for each school project to ensure alignment between the preferred design and the written ed. spec. We will ultimately present the projects to City Boards, including the Board of Education and Board of Aldermen to obtain necessary local approvals in support of the grant application.

An outline of the components of a Grant Application are as follows:

Initial Information:

- Program/ Project Type
- City Resolutions
 - Sup't approval to apply for grant
 - Establish a building committee
 - Preparation of conceptual/schematic plans
- Local funding authorization
- Educational specifications
- Enrollment projections
- Space standards
- Applicable bonuses (Choice, full day K, etc.)

Schedules:

- General Project Data (4 questions);
- Estimate Project Costs & Financing (2 questions);
- Site & Facility Purchase (5 questions);
- Educational Technology Infrastructure & Codes (9 questions);

Bonuses (11 Questions);

Space Standards (9 questions);

- Roof Replacement (9 questions);
- Extension & Alteration Detail (3 questions);



OVERVIEW/KEYS TO SUCCESSFUL PROJECT MANAGEMENT

Our planning and design process has evolved over 46 years of working with educational institutions and is designed to produce results that are both forward-thinking and practical. While every project is different, SLAM has developed a process that offers several important elements to achieve the goals established at the beginning of a project.

COMMUNICATION AND PROJECT LEADERSHIP

Our team is structured to provide the City of Waterbury a single point of contact for day-to-day project management who is responsible for managing the progression of work by the project team through all of the phases of the work. Kemp Morhardt, AIA will be the Principal in Charge and he will work in concert with Amy Samuelson, AIA as the Project Manager who will serve as the day-to-day project leader coordinating with other team members to coordinate activities and advance the project.

COLLABORATIVE PROCESS

We will work collaboratively with the City, WPS representatives and community as broadly as determined appropriate. By obtaining input from a diverse user group, we will get vital information about the needs and goals of the schools, and the focused interaction of many users can help to forge a common vision.

We will work with you to establish a "working group" that will serve as representatives for the various City & WPS stakeholders and our team. The group will ideally have representation from the offices of the Mayor, Superintendent, Board of Education, WPS facilities, and community as deemed appropriate.

INVENTORY:

Inventory will involve review of materials provided by the City and WPS; including existing site surveys/site plans and building plans as applicable. This phase also includes site visits by the project team to document existing site conditions. We will also:

- Review previous project studies
- Review other pertinent data provided by the District
- Align the proposed space program with enrollment projections
- Evaluate zoning regulations to understand land use planning requirements

SCOPE OF SERVICES

Task 1 – Project Initiation

At an initial coordination meeting with the WPS and City representatives, we will review and confirm major project goals, objectives, special issues or concerns, appropriate level of community engagement, and priorities. This process will allow the planning and design team to establish a detailed work plan and methodology on which all participants can agree, ensuring that all efforts will be focused and efficient. The initial meeting will include our assessment of the project schedule, communication procedures, and project deliverables. We will also discuss key program and service requirements based on our understanding of the project. We will establish clear guidelines and assign individual responsibilities.

The follow-up to the initial meeting will be a detailed project work plan, which identifies tasks for all parties, topics of discussion, necessary City decisions, and design team deliverables for each future working session. The work plan is a critical component to ensure the project advances efficiently to the agreed upon completion deadline.

SLAM has a significant amount of current WPS data on file due to our recent work on the Long-Range Facilities Planning Study. At our initial kick-off meeting we will review what we have and identify any gaps or updates that may be available. Once data is confirmed, SLAM will review any gaps in materials on the file from WPS. Our team has collected many of the necessary items through the LRFPS project, so this effort should be streamlined.

This phase also includes site visits by the project team to document existing site conditions. We will also evaluate zoning regulations and other regulatory considerations for each site to understand land use planning requirements.

Task 2 – Enrollment Projections

- 2.1: SLAM will prepare updated enrollment projections for Maloney PK-8 in support of the pending grant applications. Updated projections will be presented as an addendum to the master plan projections for this school only; Previous 2021 enrollment projections can be used for the International School at 2 sections per grade.
- 2.2: Participate in Zoom coordination meetings, inclusive of meeting prep time, in support of the school specific grant application enrollment projections and coordination of aspects of the Master Plan with City & BoE Administrators, and CT DAS OSCGR



Task 3 – Educational Specifications

Informed by the enrollment projections in Task 2 above, our team will work closely with WPS to develop educational specifications for the two projects. We will collaborate with the working group to develop the architectural space program for each PreK-8 project and verify that the space program aligns with the needs and maximizes the goals of the project and state reimbursement. Our team will start with the Waterbury Public Schools model space program developed from the most recent Wendell Cross PK-8 (3 sections/grade) and the earlier 2 sections/grade model PK-8 program and modify that program to reflect current needs. The deliverable for this task will be a tabulated space program, which will be a component of the detailed educational specification that describes the spaces and key attributes of each space and major/ minor system for the school as well as site program.

The educational specifications will serve as the foundational document for each project and be submitted to OSCGR as part of the grant application. Educational specifications will be prepared in accordance with requirements set forth by the Office of School Construction Grants and Reimbursement (OSCG&R) and include:

- Written rationale and justification of the educational need for projects including an overview of the long-range educational plan;
- Educational activities which will be supported by the new schools upon completion;
- Types of spaces which best accommodate program requirements including; identification and description of specialized equipment, support space, building systems, interior building environmental and site development;
- Maloney's interdistrict magnet enrollment and operating agreement
- Information on Construction Bonus Requests and Community Uses (if applicable).

Benchmarking:

Every district in Connecticut is unique and has its own set of educational approaches and needs. However, there is significant value in knowing what types of facilities are provided in similar communities. Benchmarking is an important part of the SLAM design process. Our database consists of many public and independent schools. We use this data to analyze how other educational institutions use space and how that compares to Waterbury's expectations. This data is invaluable in working with Boards of Education and school administrators. The benchmarking approach is instrumental in challenging space requests and developing realistic space programs to align with educational specifications for the project to be exactly what is necessary - no more and no less.

Task 4 – Building and Site Evaluation

Our team of architects, land planners and designers will compile building and site information from existing building drawings, site base maps, aerial photos, geographic information systems (GIS) information and personal site observations as the basis for our continued investigation of the proposed school sites. An Existing Conditions Inventory & Evaluation plan will be prepared for each site, which will highlight the characteristics of the site and serve as a baseline of information to inform conceptual development scenarios. The focus of the evaluation will be on developing an understanding and graphic illustration of:

- Building floor plans
- Natural features (Topography, soils, bedrock, wetlands, flood plains, natural diversity database (NDDB) etc..) through a desktop screening of each site
- Built environment (buildings, retaining walls, etc.)
- Site ingress/egress, circulation and parking
- Existing documentation on utilities and infrastructure
- Identify Local & State regulatory requirements (land use zoning, DEEP, OSTA requirements, local health dept., etc.)
- Outdoor opportunities to add program space for use by the school based on educational specifications



Should the findings from the site evaluation process identify any areas of concern stemming from local site conditions that warrant additional assessment by a geotechnical engineer or wetland scientist, SLAM can provide these services as an additional service as an amendment of this proposal.

Finally, the information identified in the building and site evaluation process will provide the backdrop for the building and site conceptual design. Multiple layouts will be developed to “test fit” the overall program to the site. Diagrammatic scenarios will evolve through subsequent testing and reviews with WPS into a preferred conceptual design solution for each school. The Design process is discussed further below.

Task 5 – Conceptual & Schematic Design

The conceptual planning phase is the time for Waterbury to explore its options for each project. At SLAM, we collaborate closely with our landscape architects, recognizing that site development is an integral part of the design solution. Our landscape designers work to understand the overall land use objectives and sequence of student and staff arrival/departure. Managing large numbers of students arriving in cars and by bus in a short period requires careful planning to integrate safety and security into the solution.

In addition to site planning, multiple building layouts will be explored through blocking and stacking diagrams and siting. The concepts will be reviewed with respect to their success in meeting programmatic needs. Diagrammatic scenarios will evolve through iterative testing and review with WPS administration, the City and community, if deemed appropriate. This effort will culminate with selection of a “preferred option”, which will be developed and refined further through architectural planning to establish a “schematic design”, which will serve as the option for the cost estimate and for inclusion in the grant application.

In addition to our breadth and depth of experience in planning and design, SLAM will leverage our expertise in school security, and the building code to ensure that these key areas are integrated into the conceptual design process.

School Security:

SLAM is experienced in applying the guidelines set forth in the School Safety Infrastructure Council (SSIC). We have completed many projects with high security requirements ranging from securing facilities to meet international shipping requirements to equipping schools required to meet Connecticut's School Safety Criteria Handbook. SLAM's philosophy on school security is very different from our approach to the design of other facilities. While high security facilities are designed to provide a visual presence of security, schools need the security to be the invisible hand that provides necessary protection but is ideally not part of a student's daily experience and does not detract from a healthy learning environment. Through relationships and engagements at the State level, SLAM remains on the forefront of school security design topics. Best practice security concepts are shared with SLAM's entire Education Studio through periodic internal seminars, which ensures the latest strategies will be brought to your project.

SLAM has several code experts on staff who work with design teams during all phases of projects to ensure code compatibility. Project architects and team members continually maintain current code knowledge through collaboration with our code experts as well as through continuing education programs offered by the firm. This ensures that conceptual design approaches are sound and achievable.

Task 6 – Cost Modeling and Cost Estimating

SLAM has in-house professional cost estimating services. Our certified professional estimators will prepare preliminary cost models for the initial conceptual building/site design options we present to WPS and the City. These models will include costs for site development, building construction, project delivery method, owner soft costs and project incidentals. The cost models will be one component to assist with informed decision making in identifying the preferred conceptual design option. Cost models will also estimate the costs eligible for state reimbursement and track the net cost to the district in the context of the Connecticut school construction grant program.

Once schematic design is completed, a more detailed cost estimate will be developed using construction cost per square foot values for the building components based upon our current experience in Connecticut's public education market in Connecticut, accounting for planned site costs, project phasing (if applicable), owner costs and escalation. The cost estimate will be broken down into the Level 2 Uniformat required by OSCG&R and uploaded to the state BizNet system in support of the grant application.

Hazardous Building Materials:

Our team will provide an assessment of the presence of hazardous building materials in the existing school buildings as part of the Building and Site Evaluation task, and provide an opinion of probable abatement costs to be included in the cost estimate.

OSCG&R Process:

SLAM has a wealth of experience with all aspects of school construction grant requirements and applications including working with OSCGR shepherding projects from initial ideas -through feasibility studies and grant applications, and throughout all aspects of the design and construction process.

Finally, SLAM's experience in the owner's representative role has provided our educational planning staff with the "owner's perspective" giving SLAM a unique advantage over other teams when assisting in the preparation of the project grant application, or simply working with OSCG&R.

Task 7 – Renderings (Optional)

SLAM can prepare representative renderings of the exterior of each building for each preferred option as tools to help engage and inform local officials and the community about the proposed school projects. Since not specifically requested in the RFP, this service has been excluded from our base proposal, and can be provided as an additional service should WPS see the need. When developing renderings during a conceptual design phase, it is important to strike a balance between being informative, but yet, not being too detailed. SLAM is adept at striking this balance and understands the importance of "painting a picture" of what the future school may look like, while providing the necessary flexibility for changes that naturally occur throughout a future, more detailed design process.



Task 8 – Feasibility Report

SLAM will provide a digital version of the Feasibility Report in PowerPoint and/or PDF format accompanied by an executive summary. The report will be inclusive of process narrative, summary of past relevant information, enrollment projections, educational specifications, site analysis maps, concepts, diagrams, and cost estimates.

Task 9 – SCG-053 (Site Analysis for School Building Projects) Support

An additional requirement of the construction grant process is the completion of the SCG-053 form, which is required to be submitted prior to the grant application. In addition to the environmental mapping and desktop screening, an Environmental Site Assessment (ESA) Phase I will be completed as part of the building and Site Evaluation task for each school site and included as an attachment to each grant application. SLAM will coordinate with WPS in completing the SCG-053.

Task 10 – Public Presentations and OSCGR Meetings

We have included two (2) formal public meeting presentations in our fee budget for presentation to City government and Community stakeholders. Our team will present the preferred design option for each site along with the proposed cost estimate for each in order to gain necessary WPS and City approvals for submitting the grant applications.

Also included in this proposal are up to two (2) virtual meetings with OSCG&R to review and present findings of each Feasibility Study as WPS works towards the grant application submissions.



Task 11 – Grant Application Submission

Our team will assist WPS by providing support documents and assistance with the submission of the grant applications.

SLAM is experienced with the preparation of school construction grant applications and working with OSCGR shepherding projects through the process. We most recently worked with the City of Stamford in 2021 to develop conceptual planning options for an Early Learning Center and submission of a grant application for that project, which was placed on the 2022 priority list for school construction funding.

Our team has also assisted districts with grant applications for the following projects:

- City of Ansonia, CT: Enrollment projections, Ed. Specs. Conceptual/ schematic design, estimating and grant application for a new Middle School (ongoing)
- Town of Darien, CT: assistance with submission of the grant application for the Ox-Ridge Elementary School;
- Town of Groton, CT: preparation and submission of three grant applications for their Groton 2020 district plan: New Middle School, Westside Elementary School and Cutler Elementary School;
- Town of New Canaan, CT: South Elementary School window replacement and Saxe Middle School renovation/ additions;
- Town of Wallingford, CT: preparation and submission of 11 grant applications for roof replacements on school buildings;

Experience in the owner's representative role has provided our educational planning staff with the "owner's perspective" giving SLAM a unique advantage over other teams when assisting in the preparation of the project grant application, or simply working with OSCGR.

PROPOSED SCHEDULE

SLAM will commence work based upon your authorization to proceed and our team will target completion of the identified tasks according to the schedule provided below, as adjusted per client agreement.

Task	Completion Target
Task-1: Project Initiation & Organizational Meeting	12/14/22
Task-2: Enrollment Projection Update	1/27/23
Task-3: Educational Specifications	2/24/23
Task-4: Desktop Site Evaluation	1/13/23
Task-5: Conceptual Design	4/14/23
Task-6: Cost Estimating	4/28/23
Task-7: Renderings	4/28/23
Task-8: Feasibility Report	5/12/23
Task-9: SCG-053 (Site Analysis for School Building Projects) Support	5/12/23
Task-10: Public Presentations	6/9/23
Task-11: Grant Application Submission	6/23/23
OSCGR Grant Application Deadline	6/30/23

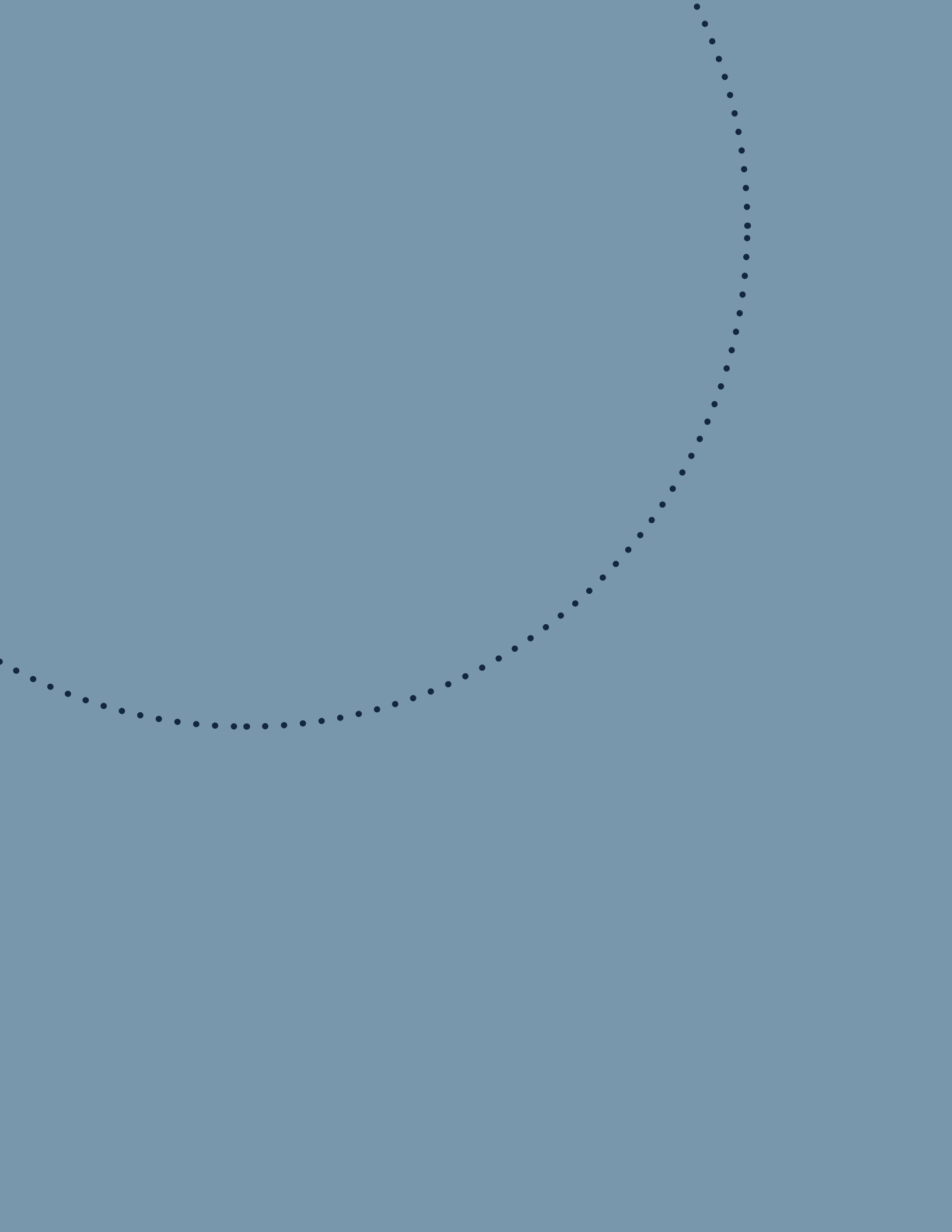
ASSUMPTIONS AND CLARIFICATIONS

1. Pricing assumes both projects will advance concurrently and both projects will be discussed at each coordination meeting, as much as practical, to maximize time efficiency. Should the projects begin to track independently, additional fees may be necessary.
2. Initial kick-off meeting will be in-person with project team leadership. All subsequent working meetings will be virtual (on-line) meetings using the ZOOM platform.
3. Pricing assumes both projects will be presented at the same public presentation meetings. Should this assumption change, additional fees will be required to fund separate public presentations for each project.
4. SLAM will coordinate virtually with City and WPS administrators during normal business hours on an as-needed basis throughout the process for presenting design progress and coordination.
5. WPS will provide personnel to submit the grant applications through the CT CORE portal.

SECTION FIVE

WORK COMPLETION, DEFAULT & LITIGATION





FAILURE TO COMPLETE WORK, DEFAULT AND LITIGATION

A. HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? IF SO, WHERE AND WHY?

NO

B. HAVE YOU EVER DEFAULTED ON A CONTRACT? IF SO, WHERE AND WHY?

NO

C. IS THERE ANY PENDING LITIGATION WHICH COULD AFFECT YOUR ORGANIZATION'S ABILITY TO PERFORM THIS AGREEMENT?

NO

D. HAS YOUR FIRM EVER HAD A CONTRACT TERMINATED FOR CAUSE WITHIN THE PAST FIVE YEARS?

NO

E. HAS YOUR FIRM BEEN NAMED IN A LAWSUIT RELATED TO ERRORS AND OMISSIONS WITHIN THE PAST FIVE YEARS?

Yes.

- Southern Connecticut State University Dorm, New Haven, CT, 2019 – SLAM was named as a defendant by Fusco Corporation, the Design-Builder of the dorm project which was completed in 2004. The lawsuit remains open.
- Dunkin' Donuts Park, Hartford, CT, 2018 – SLAM was named as a third-party defendant in a case between The City of Hartford and Centerplan Construction Company and DONO Hartford, LLC. SLAM was an associate architect to the Architect of Record on the project. The lawsuit for indemnification against the design team has been stayed for now. The lawsuit was won by the City against the Developer and Construction Company. The decision is being appealed. No determination has yet been made by Centerplan Construction Company as to their intention to pursue any claims against the design team as third party defendants. The design team plans a rigorous defense of the indemnification claim.
- United Illuminating Central Facility Project, Orange, CT, 2018 – SLAM was named as a fourth party defendant in a case between United Illuminating Company and Whiting Turner Construction Company. Whiting Turner Construction Company subsequently sued many of its sub-contractors including Cherry Hill Construction Company. Cherry Hill has subsequently sued SLAM as a fourth party defendant for indemnification. The lawsuit remains open and the parties are in mediation.

F. DURING THE PAST 7 YEARS, HAS YOUR FIRM EVER FILED FOR PROTECTION UNDER THE FEDERAL BANKRUPTCY LAWS?

NO

G. ARE THERE ANY OTHER FACTS OR INFORMATION THAT COULD AFFECT YOUR FIRM'S ABILITY TO PERFORM THE TYPES OF SERVICES BEING SOUGHT BY THE CITY ABOUT WHICH THE CITY SHOULD BE AWARE?

NO

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

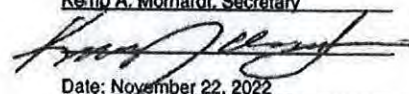
The S/L/A/M Collaborative, Inc

80 Glastonbury Boulevard
Glastonbury, CT 06033

Print Name and Title of Authorized Representative:

Kemp A. Morhardt, Secretary

Signature of Authorized Representative:


Date: November 22, 2022

Attachment A – Debarment Certification

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

Professional Services - 6906 Long Range Facilities Study between The City of Waterbury, Connecticut and The SLAM Collaborative, Inc.

July 30, 2021 through October 31, 2022 (contract complete)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Professional Services - 6906 Long Range Facilities Study between The City of Waterbury, Connecticut and The SLAM Collaborative, Inc.

(Service or Commodity Covered by Purchase Order)

PO No. 192656 dated September 7, 2021

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

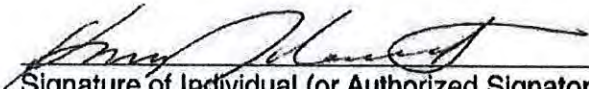
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

The S/L/A/M Collaborative, Inc.
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

11/22/2022
Date

Kemp A. Morhardt, Secretary

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Glastonbury

County of Hartford

Kemp A. Morhardt, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** of The S/L/A/M Collaborative, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

 The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

 X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

 X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

Attachment A – Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		NONE		
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		NONE		
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 Construction Services of Somerset, Inc.	80 Glastonbury Blvd. Glastonbury, CT 06033	Subsidiary
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1		NONE		
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE	
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

Attachment A – Disclosure and Certification Affidavit
 Regarding Outstanding Obligations to the City of Waterbury

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut)
) SS

County of Hartford)

Kemp A. Morhardt being duly sworn,

deposes and says that he/she is Secretary of The S/L/A/M Collaborative, Inc.
and that he/she answers to the foregoing questions and all statements therein are true
and correct.

Subscribed and sworn to before me this 22nd day of November 2022.

Lauren Lidtke

(Notary Public)

My Commission Expires:

LAUREN LIDTKE
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 6/30/2024



Attachment A – Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #10.5

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education accept as complete the Margaret M. Generali School Roof Project – State Project #151-0306 RR.

Waterbury Public Schools

#1

Request for Naming of School Buildings and/or School Spaces

Date: October 10, 2022Facility or Building Name: Wendell L. Cross Elementary SchoolProposed building or space to be named: LibraryRequestor's Name: Richard J. WhiteRequestor's Address: 31 Gayfield Road Waterbury CT 06706Requestor's Phone Number(s): 203-574-2862

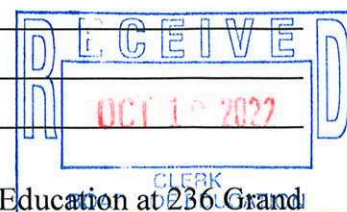
Proposed individual(s) or group for whom the building or space is to be named:

Mary S. White

Reasons for naming (attach any additional information to this form):

- Resident of East Mountain for 60 years
- Children, grandchildren, great-grandchildren attended school
- Mary was PTA member and on committee to build original gymnasium
- Founding member of East Mt. Athletic Association, 35yr secretary
- 17 year Waterbury Board of Education Commissioner
- Chairwoman of award winning Emblem Club Literacy Program
- Lifetime community activist and volunteer-dedicated to improving and enriching the lives of Waterbury citizens, particularly children.
- Mary was a lifelong learner and reader!

If applicable, materials needed (plaque, etc) and cost of materials (please note any costs associated with this request are the sole responsibility of the requestor):

Plaque - \$200 estimate

Please submit this form and any attachments to the Clerk of the Board of Education at 236 Grand Street, 1st floor, Waterbury, Connecticut 06702 or via email at cswain@waterbury.k12.ct.us

Naming of School Spaces (inside and outside)

In accordance with its responsibility to maintain control of the public schools in its jurisdiction, the Waterbury Board of Education hereby adopts the following policy for naming spaces inside schools and on school properties:

1. All requests to name school spaces should be submitted by the requestor to the Clerk of the Board of Education. The request must be made on the "Request for Naming of School Buildings and/or School Spaces" form and should identify the individual(s) for whom the space is to be named, the proposed location, rationale, and any related cost and supporting information.
2. Such requests will be referred to the Committee of the Whole for consideration. The committee will confer with the Principal of the designated school.
3. Recommendations from the Committee will be considered for action by the Board of Education for a minimum of 60 calendar days prior to vote to allow for public input on the proposal.
4. The request for spaces in new facilities will not be accepted until the facility has been in operation for one (1) calendar year.
5. All spaces will be named in perpetuity. Once named, spaces cannot be renamed except in extreme cases in which the name brings dishonor to the space/facility. Such circumstances will require a two-thirds (2/3) majority vote of the Board of Education to remove the name.

NOTE: This policy does not apply to the naming of school buildings. A separate policy has been developed for that purpose. See policy 7551 – Naming of School Buildings.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #10.6

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
C. Carpentieri	WSMS media ctr.: Wed., Jan. 4, 3-5pm (21 st Century/SDE Prof. Dev. Session)
M. Rocco	W. Cross gym: Fri., Jan. 20, 5:30-8:30pm (Family Physical Education Night)
*C. Garfman	Rotella café: Thurs., Jan. 12, 5:30-7:00pm (UPSEU contract review/ratification meeting)
*P. Caldarone	Crosby aud. & gym: Sat., Feb. 18, 8:00am-2:00 pm (NVL Cheerleading Championship)
*K. Yamashita-Iverson	Maloney café: Fri., Jan. 27, 5:30-7:00pm (Japanese New Year event for Gr. 5 students & family) Maloney café: Thurs., Feb. 23, 5:00-7:00pm (Black Night Celebration)
*L. Martin	Rotella café & aud.: Sat., Mar. 25, 9am-3pm and performances Sat., April 1, 2pm-8pm and Sun., April 2, 12pm-4pm (play)
*S. Smyth	Crosby aud.: Feb. to May - Mon, Tues, Thurs, 2:30-4:30pm and Sat. 10am – 1pm for rehearsals and performances on May 5, 6-9:30pm and on May 6, 1:00pm-4:30pm
*Silas Bronson Lib. M. Tierney	Kennedy gym area: Tues., Feb. 14, 5:00-7:30pm (set up near gym on game night to promote library)

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, January 5, 2023
BOARD MEETING: Thursday, January 19, 2023

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
C. Carpentieri	WSMS media ctr.: Wed., Jan. 4 th 3:00 – 5:00 pm (21 st Century/SDE Prof. Dev. session)
M. Rocco	W. Cross gym: Fri., Jan. 20 th 5:30 – 8:30 pm (Family Physical Education Night)
*C. Garfman	Rotella café: Thurs., Jan. 12 th 5:30 – 7:00 pm (UPSEU contract review/ratification meeting)
*P. Caldarone	Crosby aud. & gym: Sat., Feb. 18 th 8:00am – 2:00 pm (nvl Cheerleading Championship)
*K. Yamashita-Iverson	Maloney café: Fri., Jan. 27 th 5:30 – 7:00 pm (Japanese New Year event for Gr. 5 students & family) Maloney café: Thurs., Feb. 23 rd 5:00 – 7:00 pm (Black Night Celebration)
*L. Martin	Rotella café & aud.: Sat., Mar. 25 th 9am – 3pm and performances Sat., April 1 st 2pm – 8pm and Sun., April 2 nd 12pm – 4pm (play)
*S. Smyth	Crosby aud.: Feb. to May Mon, Tues, Thurs 2:30 – 4:30 and Sat. 10am – 1pm for rehearsals and performances on May 5 th 6-9:30pm and on May 6 th 1:00pm – 4:30pm
*Silas Bronson Lib. M. Tierney	Kennedy gym area: Tues., Feb. 14 th 5:00 – 7:30 pm (set up near gym on game night to promote library)

Approved

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

hook

DEC 16 2022

SCHOOL PERSONNEL USE ONLY

DATE: 12-16-2022

TO: SCHOOL BUSINESS OFFICE

FROM: 21st Century/CSDE After School Program Quality Coordinator

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: West Side Middle School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: January 4th, 2023

FROM: 3:00 pm TO: 5:00 pm

FOR THE FOLLOWING PURPOSES:

We would like to use West Side Middle School's Library for our 21st Century/SDE After School Program Professional Development session with the After School Network.

Carli Carpentieri
APPLICANT

.....
Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

DEC 22 2022

SCHOOL PERSONNEL USE ONLY

DATE: 12-21-22

TO: SCHOOL BUSINESS OFFICE

FROM:

M. Pocco

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED:

W. Cross

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

New Date:
DATES REQUESTED:

Friday, Jan. 20th

FROM: 5:30 am/pm

TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Family Phys. Ed. Night
Sponsored by W.C. PTA

Margaret Pocco
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

JAN - 4 2023

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1/4/2023

TO: SCHOOL BUSINESS OFFICE

FROM:

Cory GARFMAN

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED:

ROTELLA INTERDISTRICT
MAGNET SCHOOL

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED:

1/12/2023

FROM:

5³⁰

am/pm

TO:

7

am/pm

FOR THE FOLLOWING PURPOSES:

CONTRACT REVIEW / RATIFICATION

APPLICANT

Cory GARFMAN
860 460 7169

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.

These arrangements *must* be made in person at the police and fire headquarters.

Book

JAN - 5 2023

SCHOOL PERSONNEL USE ONLY

DATE: 1-3-23

TO: SCHOOL BUSINESS OFFICE

FROM:

P. Caldarone + D. Ieronimo

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: CROSBY



Auditorium



Gymnasium



Swimming Pool



Café/Rooms

DATES REQUESTED: 2-18-23

FROM: 8 am/pm TO: 2 am/pm

FOR THE FOLLOWING PURPOSES:

NVZ Cheerleading Championship

P. Caldarone

APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 1/5/2023

TO: SCHOOL BUSINESS OFFICE
FROM: Kazumi Yamashita-Iverson

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Maloney

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 1/27/2023

FROM: 5:30 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

For Japanese New Year's Event for 5th
grade and their families.


APPLICANT

.....
Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

hook

SCHOOL PERSONNEL USE ONLY

DATE: 1/5/23

TO: SCHOOL BUSINESS OFFICE

FROM: Maloney - Karen Silva.

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Maloney Magnet

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 2/23/23

FROM: 5 am/pm TO: 7 am/pm

FOR THE FOLLOWING PURPOSES:

Black Night Celebration

Mrs. Silva
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

hook

SCHOOL PERSONNEL USE ONLY

DATE: 1/10/2023

TO: SCHOOL BUSINESS OFFICE
FROM: Lauren Martin

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Rotella

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café Rooms

DATES REQUESTED: March 25th April 1st + April 2nd

FROM: _____ am/pm TO: _____ am/pm
March 25th 9am-3pm - April 1st + April 2nd - all day

FOR THE FOLLOWING PURPOSES:

Frozen Play

April 1st 2-8pm
April 2nd 12-4pm
Lauren Martin
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Attn: Sandy McCasland

JAN 13 2023

SCHOOL PERSONNEL USE ONLY

DATE:

1/13/23

TO: SCHOOL BUSINESS OFFICE

FROM:

S. Smyth

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED:

Crosby HS

☒ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED:

Mon Tues Thurs 2:30-4:30 Feb 20-May 4
Feb 4-May 6 Sat

FROM:

10

am/pm

TO:

1

am/pm

FOR THE FOLLOWING PURPOSES:

Rehearsals Mon Tues Thurs 2:30-4:30 Sat 10-1

Performances 5/5 6:00-9:30 PM 5/6 1PM-4:30

S. Smyth
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

Mark

JAN 17 2023

SCHOOL PERSONNEL USE ONLY

DATE: January 14, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: Silas Bronson Library

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: **KENNEDY**

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: February 14, 2023

FROM: 5:00 pm TO: 7:30 pm

FOR THE FOLLOWING PURPOSES:

Set up outside or inside the gymnasium on game night (Boys Varsity Basketball vs. Crosby) to promote the library.

Michael Tierney
Librarian III

.....

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #10.7

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities by groups and organizations subject to fees and insurance as required:

GROUP	FACILITIES AND DATES/TIMES
Yeshiva K'Tana of Wtby.: S. Hirtz	WSMS pool: Mondays, 1/9/23 – 3/27/23, 8:00-9:00pm (swim sessions)
*Berkshire League A. MacNeil	Kennedy pool: Sat., March 4, 11:00am-5:00pm (league championship)
*Heart & Sole Dance Studio J. Medina	Rotella aud. & café: June 21 and 24, 4:30-9:00pm and June 25, 12:30-5:30pm (dance competition)

REQUESTING WAIVERS:

Yeshiva K'Tana of Wtby.: Y. Karr	Kennedy aud.: Sunday, June, 9:30am-3:30pm (graduation ceremony)	(\$918.)
*Special Olympics of CT. D. Ford	West Side café & gym: Sat., Mar. 25, 7:30am-5:00pm Kennedy café & gym: Sat., Mar. 25, 7:30am-5:00pm Career Acad. Café & gym: Sat., Mar. 25, 7:30am-5:00pm (Basketball Tournament) (all have rain/snow date of Sun., Mar. 26 th)	(\$882.) (\$882.) (\$882.)

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

Lithuanian Sports Club: A. Gelazauskas	Gilmartin gym Jan. thru May Wednesdays 7 -9 pm (basketball practices)
---	--

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, January 5, 2023
BOARD MEETING: Thursday, January 19, 2023

**TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT**

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES
Yeshiva K'Tana of Wtby.: S. Hirtz	WSMS pool: Mondays 1/9/23 – 3/27/23 8:00 pm – 9:00 pm (swim sessions)
*Berkshire League A. MacNeil	Kennedy pool: Sat., March 4 th 11:00am – 5:00 pm (league championship)
*Heart & Sole Dance Studio J. Medina	Rotella aud. & café: June 21 st and 24 th 4:30 – 9:00 pm and June 25 th 12:30 – 5:30 pm (dance competition)

REQUESTING WAIVERS:

Yeshiva K'Tana of Wtby.: Y. Karr	Kennedy aud.: Sunday, June 18 th 9:30am – 3:30pm (graduation ceremony) (\$918.)
*Special Olympics of CT. D. Ford	West Side café & gym: Sat., Mar. 25 th 7:30am – 5:00pm Kennedy café & gym: Sat., Mar. 25 th 7:30am – 5:00pm Career Acad. Café & gym: Sat., Mar. 25 th 7:30am 5:00pm (Basketball Tournament) (All have rain/snow date of Sun., Mar. 26 th)

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

Lithuanian Sports Club: A. Gelazauskas	Gilmartin gym Jan. thru May Wednesdays 7-9 pm (basketball practices)
---	---

MONIES COLLECTED TO DATE:

\$ 25,381.75

Approved:

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Shira Hirtz NAME OF ORGANIZATION Yeshiva Ketana of Waterbury
ADDRESS 153 Euclid Ave Wtbury CT 06710 TELEPHONE # 782493384
(street) (city) (state) (zip code)
SCHOOL REQUESTED Choir #1: West Side DATES 11/9/23, 11/23/23, 2/6/23, 2/13/23, 2/27/23, 3/13/23, 3/20/23
ROOM(S) POOL
OPENING TIME 8pm CLOSING TIME 9pm PURPOSE Swim
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 0
SIGNATURE OF APPLICANT [Signature] DATE 12/7/22
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: _____

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. SH (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$13/HR plus 1 HR SERVICE

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Anne MacNeil NAME OF ORGANIZATION Berkshire League
ADDRESS 246 Warren Tumpe Falls Village 06031 TELEPHONE # 860 824 5123
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kennedy DATES 3/4/23 ROOM(S) Pool + Gym
OPENING TIME 11:00 CLOSING TIME 11:50 PURPOSE League Championship
ADMISSION (if any) \$10/\$5 CHARGE TO BE DEVOTED TO League - paying for meet
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 250 CHILDREN _____
SIGNATURE OF APPLICANT Anne MacNeil DATE 11/22/22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Anne MacNeil same address 860 248 9570 (cell)

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. AM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$73/HR. plus 1 HR. SERVICE PER CUST

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

250.

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

JAN 13 2023

CONTRACT#

APPLICANT Jill Medina NAME OF ORGANIZATION Heart and Sole Dance Studio

ADDRESS 130 Scott Rd Wtby Ct 06705 TELEPHONE # 203-228-7303
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES 6/21, 6/24, 6/25 ROOM(S) Auditorium/Cafeteria/rms across
Wed: 4:30 Sat: 4:30 Wed: 9:00 Sat: 9:00
OPENING TIMES Sun: 12:30 CLOSING TIME Sat: 5:30 PURPOSE dance recital front back stage door

ADMISSION (if any) \$20.00/ticket CHARGE TO BE DEVOTED TO defray cost of Rotella rental

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 250 Sat CHILDREN 152

SIGNATURE OF APPLICANT Jill Medina 200 Sun DATE Jan. 5, 2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Jill Medina, 97 Rockledge Dr. Wtby, Ct. 203-228-7303

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. JM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. SERVICE PER CUSTODIAN

RENTAL FEES: \$1,000/4 HRS + \$200 EACH ADD HOUR

MISCELLANEOUS FEES: \$55/HR. (Tech)

SECURITY DEPOSIT \$ 500. INSURANCE COVERAGE YES NO Will send renewal copy after May 1, 2023

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

6/21 4:30-9 PM
6/24 4:30-9 PM
6/25 12:30-5:30 PM

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

JAN - 3 2023

CONTRACT#

APPLICANT Yerachmiel Korr NAME OF ORGANIZATION Congregation K'tomer of Waterbury
ADDRESS 3d Hillside Ave Waterbury CT 06710 TELEPHONE # 203-528-4147
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kennedy DATES 6/18/23 ROOM(S) Auditorium
OPENING TIME 9:30 CLOSING TIME 3:30 PURPOSE _____
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO NA
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 250 CHILDREN 100
SIGNATURE OF APPLICANT [Signature] DATE 1/3/2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Yerachmiel Korr 3d Hillside Ave Waterbury CT 06710 203-528-4147

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR. SERVICE PER CUSTODIAN (2) (\$588.)

RENTAL FEES: _____

MISCELLANEOUS FEES: Tech. \$55/HR. (\$330.)

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO on file

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with use of Building Permit)



APPLICANT/ORGANIZATION: Yerling Ktara of Watbury

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Kennedy Auld

DATE(S): 6/18/23

TIMES: 9:30 - 3:30

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

1/3/23
Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 918.00
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

JAN - 9 2023

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Derrick Ford NAME OF ORGANIZATION Special Olympics
ADDRESS 2666 State ST Hamden CT 06517 TELEPHONE # 203-230-1201 x272
(street) (city) (state) (zip code)
SCHOOL REQUESTED West Side DATES March 25, 26, 2023 ROOM(S) Gymnasium, Aux. Gym
OPENING TIME 7:30am CLOSING TIME 5:00pm PURPOSE Basketball Tournament
ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO —
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN —
SIGNATURE OF APPLICANT Derrick Ford DATE 1-9-23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Same as above

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. df (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42 /HR plus 1 HR SERVICE PER CUST (2) (882.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with State Building Permit)



APPLICANT/ORGANIZATION: Special Olympics

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: West Side Middle School

DATE(S): March 25, 2023

TIMES: 7:30 am - 5:30 pm

DATE(S): March 26, 2023 ^{Rain/}
_{Snow Date}

TIMES: 7:30 am - 5:30 pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

1-9-23

Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

882.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____

Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
326 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

JAN = 9 2023

APPLICANT Derrick Ford NAME OF ORGANIZATION Special Olympics
ADDRESS 2666 State St Hamden CT 06517 TELEPHONE # (203) 230-1201 x 272
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kennedy HS DATES March 25, 26 2023 ROOM(S) Gym and Cafe
OPENING TIME 7:30 am CLOSING TIME 5pm PURPOSE Basketball Tournament
ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO —
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN —
SIGNATURE OF APPLICANT Derrick Ford DATE 1-9-23
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Same as above
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. OF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ — INSURANCE COVERAGE — YES — NO —

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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APPROVAL DATE —

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with State Building Permit)



APPLICANT/ORGANIZATION: Special Olympics

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Kennedy H. S

DATE(S): March 25, 2023 TIMES: 7:30am - 5pm

DATE(S): March 26, 2023 Rain/snow TIMES: 7:30am - 5pm
DATE

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

1.9.23
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 882.1
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE
238 GRAND ST., WATERBURY, CT 06702

CONTRACT#

JAN - 9 2023

USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Derrick Ford NAME OF ORGANIZATION Special Olympics
ADDRESS 2666 State St Hamden CT 06517 TELEPHONE # (203) 230-1201 X272
(street) (city) (state) (zip code)
SCHOOL REQUESTED Carrer H.S DATES March 25, 26 2023 ROOM(S) Gym and Cafe
OPENING TIME 7:30 am CLOSING TIME 5 pm PURPOSE Basketball Tournament
ADMISSION (if any) None CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN _____
SIGNATURE OF APPLICANT Derrick Ford DATE 1-9-23
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Same as above

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. df (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR SERVICE PER CUST. (2) (982.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with State Building Permit)



APPLICANT/ORGANIZATION: Special Olympics

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Career High School

DATE(S): March 25, 2023

TIMES: 7:30am - 5pm

DATE(S): March 26, 2023 (Rain/
snow date)

TIMES: 7:30am - 5pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

1-9-23

Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

882.15

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____

Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Algirdas Gelazauskas NAME OF ORGANIZATION Conn. Lith. Sports Club
ADDRESS 63 Yale Ave, Apt. 4 Meriden CT 06450 TELEPHONE # 203-809-3736
(street) (city) (state) (zip code)
SCHOOL REQUESTED Elem. school DATES Yr. Wednesday ROOM(S) Gymnasium
OPENING TIME 7:00 CLOSING TIME 9:00 PURPOSE Basketball practices/Sports
ADMISSION (if any) Club membership CHARGE TO BE DEVOTED TO Club insurance/Expenses
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 (Max) CHILDREN 6-10 Approx
SIGNATURE OF APPLICANT Algirdas Gelazauskas DATE 09/27/2022
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: ph.# 203-671-6641
Pres. Vaiva Baktonis, 59 Glendale Ave, Middletown, CT 06457
In the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's
fees and court costs associated with said proceedings. A. G. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

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PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE
DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS
WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE
SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Wednesdays
Jan - May

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #12.1

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the request of Richard White to name the Wendell Cross Media Center (Library) in honor of Mary S. White.

Waterbury Public Schools

#1

Request for Naming of School Buildings and/or School Spaces

Date: October 10, 2022Facility or Building Name: Wendell L. Cross Elementary SchoolProposed building or space to be named: LibraryRequestor's Name: Richard J. WhiteRequestor's Address: 31 Gayfield Road Waterbury CT 06706Requestor's Phone Number(s): 203-574-2862

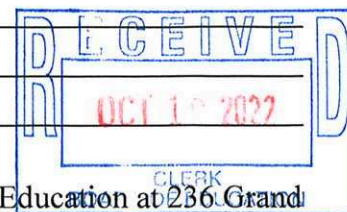
Proposed individual(s) or group for whom the building or space is to be named:

Mary S. White

Reasons for naming (attach any additional information to this form):

- Resident of East Mountain for 60 years
- Children, grandchildren, great-grandchildren attended school
- Mary was PTA member and on committee to build original gymnasium
- Founding member of East Mt. Athletic Association, 35yr secretary
- 17 year Waterbury Board of Education Commissioner
- Chairwoman of award winning Emblem Club Literacy Program
- Lifetime community activist and volunteer-dedicated to improving and enriching the lives of Waterbury citizens, particularly children.
- Mary was a lifelong learner and reader!

If applicable, materials needed (plaque, etc) and cost of materials (please note any costs associated with this request are the sole responsibility of the requestor):

Plaque - \$200 estimate

Please submit this form and any attachments to the Clerk of the Board of Education at 236 Grand Street, 1st floor, Waterbury, Connecticut 06702 or via email at cswain@waterbury.k12.ct.us

Naming of School Spaces (inside and outside)

In accordance with its responsibility to maintain control of the public schools in its jurisdiction, the Waterbury Board of Education hereby adopts the following policy for naming spaces inside schools and on school properties:

1. All requests to name school spaces should be submitted by the requestor to the Clerk of the Board of Education. The request must be made on the "Request for Naming of School Buildings and/or School Spaces" form and should identify the individual(s) for whom the space is to be named, the proposed location, rationale, and any related cost and supporting information.
2. Such requests will be referred to the Committee of the Whole for consideration. The committee will confer with the Principal of the designated school.
3. Recommendations from the Committee will be considered for action by the Board of Education for a minimum of 60 calendar days prior to vote to allow for public input on the proposal.
4. The request for spaces in new facilities will not be accepted until the facility has been in operation for one (1) calendar year.
5. All spaces will be named in perpetuity. Once named, spaces cannot be renamed except in extreme cases in which the name brings dishonor to the space/facility. Such circumstances will require a two-thirds (2/3) majority vote of the Board of Education to remove the name.

NOTE: This policy does not apply to the naming of school buildings. A separate policy has been developed for that purpose. See policy 7551 – Naming of School Buildings.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #13.1

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Branching Minds, Inc. for Multi-Tiered System of Supports (MTSS) Behavior Framework and Professional Development through June 30, 2025, subject to any non-substantive changes approved by the Corporation Counsel's Office.

Waterbury Board of Education

THE CITY OF WATERBURY

236 Grand Street ♦ Waterbury, CT 06702



203-574-8009

Ann M. Sweeney
President

January 12, 2023

Honorable Board of Aldermen
c/o Michael Dalton, City Clerk
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval, subject to the Board of Education's approval at their regular meeting of January 19, 2023, of a Professional Services Agreement with Branching Minds, Inc., Southwestern Industries, Inc. d/b/a TRAK Machine Tools, through June 30, 2025 and in the not to exceed amount of \$99,900.00, to provide Multi-Tiered System of Supports Behavior Framework, subject to any non-substantive changes approved by the Corporation Counsel's office:

Respectfully,

A handwritten signature in blue ink, which appears to read "Carrie A. Swain".

Carrie A. Swain, Clerk
Waterbury Board of Education

attachment



MEMORANDUM

TO: Board of Education
Board of Alderman

FROM: Melina Rodriguez, Supervisor of Special Education assigned to Pupil Services, Dr. Lara White, Director of Equity and Inclusion, and Nyree Toucet, Director of College and Career Readiness

DATE: January 9, 2023

RE: Executive Summary

EXECUTIVE SUMMARY

The Department of Education requests to enter into a contract with Branching Minds for the purposes of providing a Multi-Tiered System of Supports, Behavior Framework, including professional learning. This framework will identify and define the tiered behavioral interventions available for students. The corresponding professional learning will provide staff with the skills to appropriately and effectively utilize behavioral interventions with students. The project is being funded in one lump sum of \$99,900.00 for three years by the Department of Education's ESSER ARP grant.

This agreement was initiated under the Request for Proposal Process (RFP # 7375). There were five proposals for this project. The provider was chosen unanimously by a committee tasked to assist with writing the Scope of Services in this RFP for its ability in the following criteria:

1. Experience and expertise in regard to providing the types of services as those outlined in the Scope of Services in this RFP.
2. A proposer with a proven track record in providing these types of services for districts similar to Waterbury Public Schools.
3. Knowledge of Federal and State laws and regulations governing the services outlined in the Scope of Services.
4. Possess a robust system of services that can accommodate our student's needs to see a positive impact of consistency and effectiveness.
5. Professional learning for all staff regarding using a behavioral framework that serves as a multi-tiered tool to support students' behavioral needs.

The term of the contract is upon the signature of the parties and will continue until June 2025. The project is being funded up front, in one lump sum for three years by the Department of Education's ESSER ARP grant.

The proposed contract is attached for your review and consideration, an affidavit of Disclosure and Certification, and a tax clearance form for Branching Minds.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7375

For

Multi-Tiered System of Supports Behavior Framework
and Professional Development

between

The City of Waterbury, Connecticut

and

Branching Minds, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and BRANCHING MINDS, INC., a Delaware corporation located at 157 Columbus Avenue, 4th Floor, New York, New York (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7375 for a three year contract for a Multi-Tiered System of Supports (MTSS) Behavior Framework, including related professional development, for Waterbury Public School grades prekindergarten through grade twelve; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7375; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions

or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1. The Project consists of and the Contractor shall provide a three year contract for a Multi-Tiered System of Supports (MTSS) Behavior Framework, including related professional development, for Waterbury Public School grades prekindergarten through grade twelve. The MTSS framework for behavior must:

1. Identify and organize current components for an effective MTSS framework for behavior.
2. Enhance the district's Portrait of a Graduate.
3. Include evidenced-based and tiered interventions for all students, supplemental to the core curricula.
4. Allow for flexibility in meeting the needs of a wide range of learners and include accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.
5. Include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion, and people with disabilities.
6. Assist with creating a culture of trust and engagement.
7. Provide a structure that promotes developmentally appropriate strategies to help staff and students be able best access and utilize techniques to regulate their own emotions, manage their behaviors, and improve the climate and culture of the school environment.
8. Provide staff and students the tools to better achieve their academic and behavioral goals.
9. Encourage and provide guidance for students to develop their own voice.
10. Include tools, resources, and documents in multiple languages, including but not limited to Spanish, that provide parents/guardians and others with necessary resources to provide transparency into the framework that supports and improves student achievement and behavior management.
11. Assist with creating and organizing the MTSS Behavioral Framework hard-bound print format.
12. Provide an outline of professional development sessions, and support tools to ensure that teachers are able to appropriately utilize the framework over a three year period of time. Services should include consultation, facilitation, writings, coaching and presentation of professional development sessions or other options to support staff training and implementation both in-person and web-based. The professional development should provide staff with high quality student engagement training.
13. Describe the roles a leadership team and school level coaches will play and how these roles will support a high-fidelity implementation.

as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's solicitation documents, RFP No. 7375 (attached hereto)
- 1.1.2 Contractor's Cost Proposal dated September 23, 2022 (attached hereto)
- 1.1.3 Contractor's Response to RFP No. 7375 dated September 23, 2022 (attached hereto)
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5 Certificates of Insurance, incorporated by reference
- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7 All Required Licenses
- 1.1.8 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Contractor's Cost Proposal dated September 23, 2022
- 1.2.3 The City's solicitation documents, RFP No. 7375
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. **Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. **Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the

Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything

to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are

disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Company Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The term of this Contract shall commence July 1, 2022, pending all necessary approvals, and terminate June 30, 2025 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion

of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Ninety-Nine Thousand Nine Hundred dollars (\$99,900.00).

The compensation shall be paid in conformity with the Contractor's Cost Proposal dated September 23, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7375 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal

and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the

Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit each accident any auto, all owned and hired autos

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Professional Liability Insurance: \$1,000,000.00 each wrongful act.
\$1,000,000.00 aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Educations as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional**

Liability. All policies shall include a **Waiver of Subrogation on all lines of coverage except Professional Liability as their interests may appear**". The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut

Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in

effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but

not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and

the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7375** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7375**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Branching Minds, Inc.
157 Columbus Avenue, 4th Floor
New York, NY 10023

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a

requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburycct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than

\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: _____

By: _____

Print name:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

BRANCHING MINDS, INC.

Sign: Indira Laljeet

By: David Mergel

Print name:

INDIRA LALJEET

Its: Chief Operating Officer

Sign: [Signature]

Date: 12/16/22

Print name:

John Mayer

ATTACHMENT A

1. The City's solicitation documents, RFP No. 7375 (attached hereto)
2. Contractor's Cost Proposal dated September 23, 2022 (attached hereto)
3. Contractor's Response to RFP No. 7375 dated September 23, 2022 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS
dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under

programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

CORPORATE RESOLUTION

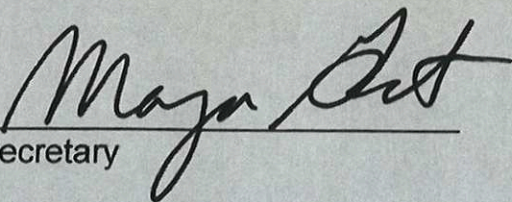
I, Maya Gat, hereby certify that I am the duly elected and acting Secretary of Branching Minds, Inc., a corporation organized and existing under the laws of the State of Delaware, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the first day of September, 2013.

"It is hereby resolved that David Magier is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Delaware corporation this fourth day of January, 2023.


Secretary

**REQUEST FOR PROPOSAL
#7375
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION**

**Multi-Tiered System of Supports Behavior Framework
and Professional Development**

The City of Waterbury, Department of Education (hereinafter “City”), is seeking a vendor to provide a Multi-Tiered System of Supports (MTSS) Behavior Framework which effectively organizes the components of an MTSS Framework to provide structure and enhance the strengths of our current components through additional resources. In addition, we are seeking professional development to train all staff members in school-wide and classroom strategies to support effective change.

A. Background and Intent

The purpose and intent of issuing this Request for Proposal (RFP) is to ensure that the above-mentioned vendor, materials, and approaches are culturally responsive and consider diverse learning needs. The goal is to assist the district with organizing and implementing an MTSS Framework for Behavior consisting of a screening, progress monitoring, multi-level tiered system, and data-based decision making to improve student behavior, whereby every student can achieve academic and life success. Included with this work, provide the district with a reference guide or visual model that identifies the MTSS Framework for Behavior and its components and their function.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. A minimum of 5 years of experience and expertise with creating and providing an MTSS framework for behavior that is researched based and proven effective for students (Pre-k through Grade 12) enrolled in an urban school district.
2. Provide a brief description of three (3) projects which involved a similar scope of services performed in the last five (5) years
3. A proven track record of successfully providing these types of or similar materials and services to public school districts similar to the Waterbury Public School district.
4. Knowledge of federal and state laws and regulations governing the materials and services outlined in the scope of services.
5. Experience in aligning and embedding the MTSS Framework for Behavior throughout the school culture and utilizing it to improve school climate.
6. Aligning existing systems including, but not limited to district policies, de-escalation strategies, Positive Behavioral Intervention and Support (PBIS),

- Social Emotional Learning (SEL), and Restorative Practices used by the Waterbury School district.
7. Experience with providing an MTSS framework that focuses on behavior with high quality professional development to school districts with multiple options for delivery, inclusive of in-person or virtual.
 8. Training component - The proposed training must train and coach the leadership team; the training strategy must inform and engage all relevant school staff on all assigned program components.

The vendor must include ongoing support, including onsite provider visits, to the leadership team, other school staff, and the coach. Such support must be designed to facilitate implementation, with fidelity, of all aspects of the MTSS for Behavior Framework.

The vendor must assess implementation fidelity of the MTSS for Behavior program and take steps to remedy any implementation issues identified by these assessments.

C. Scope of Services

The MTSS framework for behavior must:

1. Identify and organize current components for an effective MTSS framework for behavior.
2. Enhance the district's [Portrait of a Graduate](#).
3. Include evidenced-based and tiered interventions for all students, supplemental to the core curricula.
4. Allow for flexibility in meeting the needs of a wide range of learners and include accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.
5. Include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion, and people with disabilities.
6. Assist with creating a culture of trust and engagement.
7. Provide a structure that promotes developmentally appropriate strategies to help staff and students be able best access and utilize techniques to regulate their own emotions, manage their behaviors, and improve the climate and culture of the school environment.
8. Provide staff and students the tools to better achieve their academic and behavioral goals.
9. Encourage and provide guidance for students to develop their own voice.
10. Include tools, resources, and documents in multiple languages, including but not limited to Spanish, that provide parents/guardians and others with necessary resources to provide transparency into the framework that supports and improves student achievement and behavior management.

11. Assist with creating and organizing the MTSS Behavioral Framework hard-bound print format.
12. Provide an outline of professional development sessions, and support tools to ensure that teachers are able to appropriately utilize the framework over a three year period of time. Services should include consultation, facilitation, writings, coaching and presentation of professional development sessions or other options to support staff training and implementation both in-person and web-based. The professional development should provide staff with high quality student engagement training.
13. Describe the roles a leadership team and school level coaches will play and how these roles will support a high-fidelity implementation.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from the date an Agreement is signed and will remain in full force and in effect through June 2025.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on September 12, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by September 15, 2022, 2:00 PM**. It shall be the responsibility of the proposer to

download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by Melina Rodriguez, Supervisor of Special Education assigned to Pupil Services.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of **180** days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the

proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the

successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **(2)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on September 23, 2022. Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
 - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates

and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the

City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.
- e. The vendor's expertise and sample MTSS for Behavior Framework proposed meets all of the District's requirements in the scope of services.
- f. The professional development proposed meets all of the District's requirements in the scope of services.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K.Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L.Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M.State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS

Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond NOT APPLICABLE

Each Proposal shall be submitted be accompanied by a Proposal Security in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Five (5) Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

=====

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

=====

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

=====

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of _____

SS.: _____

County of _____

_____, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** _____ of _____ (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

 Witness

 Name of Partnership/Business

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

State of _____)

) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

"It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

Secretary

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

“It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____, LLC this _____ day of _____, 202__.

Manager/Member

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7375

For

Multi-Tiered System of Supports Behavior Framework
and Professional Development

between

The City of Waterbury, Connecticut
and

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF
WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and
_____, located at _____, a State of
_____ corporation (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7375 for a three year contract for a Multi-Tiered System of Supports (MTSS) Behavior Framework, including related professional development, for Waterbury Public School grades prekindergarten through grade twelve; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7375; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions

or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1.** The Project consists of and the Contractor shall provide a three year contract for a Multi-Tiered System of Supports (MTSS) Behavior Framework, including related professional development, for Waterbury Public School grades prekindergarten through grade twelve. The MTSS framework for behavior must:

1. Identify and organize current components for an effective MTSS framework for behavior.
2. Enhance the district's Portrait of a Graduate.
3. Include evidenced-based and tiered interventions for all students, supplemental to the core curricula.
4. Allow for flexibility in meeting the needs of a wide range of learners and include accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.
5. Include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion, and people with disabilities.
6. Assist with creating a culture of trust and engagement.
7. Provide a structure that promotes developmentally appropriate strategies to help staff and students be able best access and utilize techniques to regulate their own emotions, manage their behaviors, and improve the climate and culture of the school environment.
8. Provide staff and students the tools to better achieve their academic and behavioral goals.
9. Encourage and provide guidance for students to develop their own voice.
10. Include tools, resources, and documents in multiple languages, including but not limited to Spanish, that provide parents/guardians and others with necessary resources to provide transparency into the framework that supports and improves student achievement and behavior management.
11. Assist with creating and organizing the MTSS Behavioral Framework hard-bound print format.
12. Provide an outline of professional development sessions, and support tools to ensure that teachers are able to appropriately utilize the framework over a three year period of time. Services should include consultation, facilitation, writings, coaching and presentation of professional development sessions or other options to support staff training and implementation both in-person and web-based. The professional development should provide staff with high quality student engagement training.
13. Describe the roles a leadership team and school level coaches will play and how these roles will support a high-fidelity implementation.

as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are

otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's solicitation documents, RFP No. 7375 (attached hereto)

1.1.2 Contractor's Cost Proposal (attached hereto)

1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

1.1.4 Certificates of Insurance, incorporated by reference

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

1.1.6 All Required Licenses

1.1.7 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Contract document.

1.2.2 Contractor's Cost Proposal .

1.2.3 The City's solicitation documents, RFP No. 7375

1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Contractor hereby represents

that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Company Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

- 4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.
- 5. Contract Time.** The term of this Contract shall commence July 1, 2022, pending all necessary approvals, and terminate June 30, 2025 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the

Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. **Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

[INSERT COMPENSATION TERMS]

The compensation shall be paid in conformity with the Contractor's Cost Proposal, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7375 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds,

Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. **Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. **Indemnification.**

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2.

In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4.

The following policies with stated limits shall be maintained, in full force and

effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate and **\$2,000,000.00** Products and completed operations
aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit each
accident any auto, all owned and hired autos

9.4.3 Workers' Compensation: Statutory Limits within the State of
Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to
Workers' Compensation.

9.4.4 Professional Liability Insurance: \$1,000,000.00 each wrongful act.
\$1,000,000.00 aggregate limit

Professional liability (also known as, errors and omissions) insurance providing
coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually
renewed for a minimum of two (2) years from the date of this contract. If the policy is
replaced and/or the retroactive date changes, then the expiring policy must be
endorsed to extend the reporting period for claims for the policy in effect during the
contract for two (2) years from the completion date.

9.5.

Failure to Maintain Insurance: In the event the Contractor fails to maintain
the minimum required coverage as set forth herein, the City may at its option purchase same,
and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of
cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual
cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General Liability shall be

endorsed to add the City and its Board of Educations as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated

hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose

of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly

invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided

exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14.

Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

16.

Subcontracting. The Contractor shall not, without the prior written approval of the

City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
18. **Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.
19. **Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.
20. **Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
21. **Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

- 22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).
- 23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- 24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.
- 25. Contract Change Orders.**
- 25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:
- 25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND
- 25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. **Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7375** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7375**.

26.1. **Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. **Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. **Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. **Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. **Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.
30. **Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.
31. **Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

32. **City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**
The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision;

approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this

subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances *Revised 12/31/19*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member Of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: _____

By: _____

Print name:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

Sign: _____

By: _____

Print name:

Its: _____

Sign: _____

Date: _____

Print name:

ATTACHMENT A

1. The City's solicitation documents, RFP No. 7375 (attached hereto)
2. Contractor's Cost Proposal (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS
dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under

programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: “This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1	4
2	5
3	6

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____

By: _____

(Title)

Business Address:

(City, State, Zip Code)

Phone: _____

Email: _____

Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those policies expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury (and the Waterbury Board of Education, if applicable) prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury (and the Waterbury Board of Education, if applicable).

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

Auto Liability: \$1,000,000 Combined Single Limit each Accident
 Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Cyber/Privacy/Network: \$1,000,000 per Loss
 \$1,000,000 Aggregate

*** Will be required if information is exchanged through our network. ***

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

September 13, 2022

RFP 7375 Multi-Tiered System of Support Behavior Framework & Professional Development.

Please refer to the questions and answers below.

Question 1: The RFP states that the DOE is looking to “enhance the strengths of our current components.” Could the DOE please describe the current components of their MTSS? –

Answer 1: Current components identified are PBIS, SEL curriculum, and Restorative Practices (RP), mental health support.

Question 2: Which vendor(s) does the DOE currently work with for MTSS?

Answer 2: We currently do not have a vendor specific to the MTSS Framework, however we do have vendors for the specific components (e.g. Committee for Children - Second Step curriculum is the vendor for our SEL; Uconn for PBIS; Restorative Justice and Practices has been Jo Ann Freigberg).

Question 3: District notes from Board meetings in 2019 indicated that the district was working with UCONN and the SERC to support its MTSS efforts. Does the district still work with or intend to continue working with these groups?

Answer 3: Outside agencies are to assist with specific components within the MTSS structure. We are looking for a vendor to assist with organizing these components into a framework.

Question 4: How does the DOE currently implement and track interventions?

Answer 4: What is used for behavioral interventions specifically is: PowerSchool; Data Warehouse Cognos Portal; SWIS; DESSA; Panorama.

Question 5: What kind of behavior screening is DOE planning to implement as part of the MTSS program?

Answer 5: Elementary schools will use DESSA.

Question 6: Does the DOE already have a behavior assessment system in place? If so, which system is it?

Answer 6: Yes. DESSA, which only looks at SEL is currently utilized in all Elementary Schools, Prek-8 Schools, and the two Alternative Programs.. Panorama for some Middle School and High Schools is utilized to assess SEL.

Question 7: Would the DOE be interested in a platform that integrates academic, attendance, behavior, and SEL data, and provides a tool set for implementing and tracking tiered interventions, logging behavior incidents, understanding behavior analytics, and building educator capacity for Tier 1 behavior supports?

Answer 7: Perhaps once the MTSS Framework for Behavior is in place this will be our next step, however, right now our focus in developing a districtwide MTSS Framework for Behavior.

Question 8: Is the DOE primarily looking for a consultant to support with creating a district-specific MTSS framework, shared language and understanding of MTSS, and associated training?

Answer 8: Yes, with a finished, tangible, product (a hardbound tool that contains an illustration that represents the specific framework accompanied by the breakdown of the interventions).

Question 9: Would the DOE be interested in an MTSS dashboard that educators could use as a daily tool in their MTSS practice for supporting students (including planning and implementing tiered interventions), in addition to project team support and professional development? ?

Answer 9: Perhaps once the MTSS Framework for Behavior is in place this will be out next step, however, right now our focus in developing a districtwide MTSS Framework for Behavior.

Question 10: Approximately how much professional development does the DOE anticipate providing their staff as part of this program?

Answer 10: How much needed is still undetermined. This would be answered once we have secured a vendor and received and reviewed a proposal that describes professional development.

Question 11: When does the DOE plan to implement the MTSS framework and PD?

Answer 11: As soon as as a vendor is chosen, the timeline can be established, inclusive of PD.

Question 12: Will the district consider an online solution with no onsite consultants?

Answer 12: We are open to face to face as well as virtual meetings.

Question 13: What are the current components of your MTSS framework?

Answer 13: Current components identified are PBIS, SEL curriculum, and Restorative Practices (RP), mental health support.

Question 14: What are you currently using for SEL and behavioral interventions?

Answer 14: We are currently utilizing DESSA and Panorama as screeners and Second Step with Committee for Children for Elementary and Middle School grades as a curriculum.

Question 15: How many educators do you expect to train for this effort?

Answer 15: We expect anywhere between 1800 to 2000 staff, but that may be scaffolded depending on their role and level of involvement.

Question 16: Is there funding allocated?

Answer 16: Yes.

Question 17: The RFP states that the DOE is looking to “enhance the strengths of our current components.” Could the DOE please describe the current components of their MTSS?

Answer 17: Current components identified are PBIS, SEL curriculum, and Restorative Practices (RP), mental health support.

Question 18: Curious if the school district had envisioned the MTSS Behavior Framework and Professional Development to be delivered within a particular model such as a coach the coach or train-the-trainer model, full instructional staff and administrative leaders, or a hybrid approach?

Answer 18: We have considered all of these options and are open to various approaches.

Question 19: What is the anticipated budget for this program? / Is there a budget for this effort?

Answer 19: Budget information is not shared.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury



BRANCHING
MINDS

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REQUEST FOR PROPOSAL #7375 BY THE CITY OF WATERBURY DEPARTMENT OF EDUCATION:

MULTI-TIERED SYSTEM OF SUPPORTS BEHAVIOR FRAMEWORK AND PROFESSIONAL DEVELOPMENT

Submitted to the City of Waterbury Department of Education

Due
Deliver to:

September 23, 2022 at 10:30 A.M. EST

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street Room 103
Waterbury, CT 06702

Branching Minds, Inc.
157 Columbus Ave, 5th Floor
New York, NY 10023
www.BranchingMinds.com
Phone: 646-450-5174
Fax: 267-590-1318

Primary Contact: David Magier
Email: David@BranchingMinds.com
Phone: 646-450-5174
Authorized Signature:

Part I: Cover Page


Dear Mr. McCaffery:

Branching Minds (referred to throughout the proposal as “BRM”) is pleased to submit this proposal in response to The City of Waterbury DOE request for a Multi-Tiered System of Supports, Behavior Framework and Professional Learning. We believe that BRM is the only MTSS partner designed to enable school systems to achieve high-fidelity MTSS. As you read through this proposal, we are confident you will agree that BRM is the most comprehensive support services and data system for educators, saving them time and effort while improving student outcomes.

As a company, we understand how hard it is for teachers to have all of the insight and guidance they require to understand each student’s needs, support the whole learner, create targeted intervention plans, and then implement and document those plans. We also know how challenging and time-consuming it is for school systems to coordinate all the moving parts of effective MTSS; it’s a team effort that requires daily communication, collaboration, and data sharing. But it is our core belief that by applying advancements in the learning sciences, academic research, and technology through solutions like Branching Minds, we can help teachers like me and all other educators honor all of their students across the many dimensions that impact learning. The BRM team now includes veteran educators and administrators, learning scientists, and academic experts and is advised by researchers in RTI, MTSS, and academic experts in SEL and behavior, literacy, math, and ELL intervention. More significantly, BRM is now working with hundreds of schools and districts, serving over 1,000,000 students and 45,000 educators to streamline and scaffold tiered support, so that personalization is quick and efficient and outcomes improve for all students.

Because MTSS is a system-level practice intended to support all students in fluid and evolving ways, BRM works with schools and districts at a systems level. Our partnership includes a suite of professional learning and system-level support services that help our partners achieve high-fidelity MTSS. Additionally, Branching Minds has developed a data & intervention management platform that scaffolds and guides teachers to implement best practices. This includes annual assessments of the health of each school’s MTSS practice and recommendations for improvement, teacher mindset surveys, materials, and meeting guides for the creation of an MTSS handbook. While this request for Proposals does not include an MTSS Management System portion, we have included information about this solution in an appendix. Our solution has won awards for its innovation, ease of use, and effectiveness in guiding educator practice. We are making it increasingly possible for teachers to support their students in equitable ways, resulting in students meeting academic and behavioral goals more quickly, and demonstrating stronger outcomes on nationally normed assessments. As a partner, we will work every day to ensure that the teachers at The City of Waterbury DOE are happy, the MTSS fidelity high, and student outcomes always improving.

Again, we sincerely appreciate your consideration for this opportunity.



Maya Gat, Co-Founder & CEO

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Part II: Prosper Information

A. Firm Name: Branching Minds, Inc.

B. Permanent Main Office Address: 157 Columbus Avenue, 4th FL, New York, NY 10023

C. Date Firm Organized: 2013

D. Legal Form of Ownership: Branching Minds, Inc. is an independently owned, Delaware Benefit corporation. Branching Minds, Inc. is majority-owned by its employees and founders. Branching Minds, Inc. has been independently owned (with majority ownership consisting of its employees and founders) since its inception in 2013.

E. How many years have you been engaged in services you provide under your present name? 2013-present

F. Names, titles, reporting relationships, and background and expertise of the principal members of your organization, including officers:

A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

The BRM team is composed of former educators, school and district administrators, learning scientists, and technologists. Key team members assigned to The City of Waterbury DOE have significant experience implementing and working with major school districts across the country, from small rural districts to large urban districts.

Leadership Team: Responsible for steering the vision and driving commitment to our mission, the executive team is focused on bridging research into practice so that effective MTSS is achievable and sustainable for schools.

Dr. Eva Dundas is the Chief Learning Officer of Branching Minds, where she pursues her mission to bridge the gap between the science of learning and education practice. At Branching Minds, she develops ways in which teachers can use technology to bring evidence-based strategies and practice into the real classroom. Dr. Dundas is widely recognized as a visionary in the fields of developmental cognitive psychology and education technology. Dr. Dundas has a Ph.D. in Developmental and Cognitive Psychology from Carnegie Mellon University. Dr. Dundas also has an M.Ed. in Mind, Brain, and Education from Harvard University; and a B.S. in Neuroscience from the University of Pittsburgh.

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Karen Castle is a Professional Services Executive Director at Branching Minds, where she leads professional development training and services efforts. Karen has led a group of over 120 consultants and full-time staff to assist in creating and delivering professional learning experiences for teachers, principals, and other school leaders across the country to improve teaching and learning. Prior to her work in the EdTech space, Karen served as curriculum director, principal, and teacher in the North Texas area for 23 years. Karen holds a BA from Texas Wesleyan University, an M.Ed. from the U. of North Texas, and a Superintendent's Certification from the U. of Texas.

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Part III: Experience, Expertise, and Capabilities

A. Philosophy Statement and Business Focus

A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

BRM is deeply committed to helping school districts achieve effective RTI/MTSS practice, both on-platform and off. In addition to the online platform that streamlines and personalizes the practice from end to end, our partnership includes an audit of the health of a school system's RTI/MTSS practice, yearly teacher mindset surveys, RTI/MTSS Handbook materials, and meeting guides, as well as real-time implementation reports. BRM is not only utilized by classroom teachers, but also by special educators, intervention teams, and school and district administrators. BRM is currently used as an RTI/MTSS management system serving over 1,000,000 students and 45,000 educators and administrators, across the country, including the following partners: Evanston-Skokie 65 (IL), Hempstead UFSD (NY), Lakota Local (OH), Bedford City (OH), Princeton City (OH), NWOESC (OH), and Frisco ISD (TX).

B. Summary of Relevant Experience

A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

North Bellmore UFSD (NY): Janet Pollit, Assistant Superintendent of C&I

Phone: (516) 992-3000 ext. 3002 | **Email:** jpollitt@northbellmoreschools.org

Scope of PD: North Bellmore UFSD received required professional development for the BRM platform and received professional development for screening students for social emotional need. They also receive coaching sessions for support staff. North Bellmore has been a partner of BRM for three years. It was completed within the original contract timeframe and budget. They also continue to purchase needed professional development as needed.

Value of Contract: \$21,148.80

Hempstead UFSD (NY): Catherine Cueva, Director of MTSS**Phone:** (516) 444-4000 ext. 4042 | **Email:** ccueva@hempsteadschools.org

Scope of PD: Hempstead UFSD is receiving MTSS foundations and infrastructure coaching to help develop understanding of MTSS and building a framework for MTSS; which will include a MTSS Handbook. They continue to receive coaching and professional development for the BRM platform and understanding of their infrastructural health. They became a partner of BRM in 2022.

Value of Contract: \$165,747.00**Hauppauge Public Schools (NY): Tim McCarthy, Director of Bilingual/ESL****Phone:** (631) 265-3630 | **Email:** mccarthy@hauppauge.k12.ny.us

Scope of PD: Hauppauge Public Schools received required professional development for the BRM platform and received professional development for screening students for social emotional need. They also receive coaching sessions for support staff. North Bellmore has been a partner of BRM for 3 years. It was completed within the original contract timeframe and budget. This year they will be receiving coaching focused on developing their infrastructure and framework around MTSS. They also continue to purchase needed professional development as needed.

Value of Contract: \$37,702.00**C. Personnel Listing**

A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

The BRM team is composed of former educators, school and district administrators, learning scientists, and technologists. Key team members assigned to The City of Waterbury DOE have significant experience implementing and working with major school districts across the country, from small rural districts to large urban districts.

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D. Conflict of Interest

Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

Branching Minds doesn't have business, financial, or other types of relationships that will pose a conflict of interest.

Part IV: Statement of Qualifications

General information regarding your business.

Branching Minds (BRM) is a Public Benefit C Corporation with 51 employees and was established in 2013 by Maya Gat, a 17-year veteran of teaching, and David Magier, an attorney and entrepreneur, with nearly ten years of experience working in the technology and legal industries. The BRM team now includes 51 employees, including veteran educators, a developmental cognitive psychologist who trained at Harvard and Carnegie Mellon, and the former executive director of professional services for Amplify Education. The team is advised by researchers from the RTI Action Network and other leading academic experts in math intervention, English language learning acquisition, educational research, and teacher performance. BRM is proud to have a number of strong partnerships, including Harmony SEL, Aperture Education, the University of Oregon's Center on Teaching and Learning, and Renaissance Learning. BRM's work is supported by approximately \$4 million in capital from private investors (including Kaplan Ventures) and philanthropic foundations (e.g., The Oak Foundation, New Profit, and New School Venture Fund).

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Branching Minds Cares about Equity at Every Level:

As a teacher-founded and educator-led company, BRM is a mission-driven organization committed to being a positive force in the education community. BRM has been certified by the nonprofit B Lab to meet rigorous standards of social and environmental performance, accountability, and transparency. In order to earn B Corporation certification, BRM completed a comprehensive assessment process established by B Lab. The assessment included candid disclosure of information relating to BRM's operations, hiring and promotion procedures, environmental

management practices, and governance. There are over 1,300 Certified B Corps around the globe, including Ben & Jerry's and Patagonia. BRM is proud to join them in redefining success in business so that one day everyone uses business as a force for good.

An Intro to the BRM Team Supporting The City of Waterbury DOE:

The BRM team is composed of former educators, school and district administrators, learning scientists, and technologists. Key team members assigned to The City of Waterbury DOE have significant experience implementing and working with major school districts across the country, from small rural districts to large urban districts.

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References - 3 required (from different LEA's):

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Phone: (516) 444-4000 ext. 4042 | **Email:** ccueva@hempsteadschools.org

Hauppauge Public Schools (NY): Tim McCarthy, Director of Bilingual/ESL
Phone: (631) 265-3630 | **Email:** mccarthy@hauppauge.k12.ny.us

Brief description of the impact of your organization on:

- **Staff**

Branching Minds' mission is to empower all educators to effectively, efficiently, and equitably support their students' holistic needs, thereby creating a path to academic and personal success for every learner. We understand that achieving system-level change will never hinge on a technology solution alone. Therefore, we pursue our mission by enabling schools and districts to strengthen the infrastructure of their intervention system through a variety of professional services that guide educators through the daily best practices required to make a high-fidelity MTSS practice effective and sustainable.

Branching Minds guides administrators and educators through all of the various aspects of an effective MTSS practice, leveraging all of the best practices—either through support services or an online platform—to make them actually **practicable**.

Our approach helps streamline the work so it can be done efficiently while developing teacher capacity so it can be done equitably and effectively.

- **Student achievement**

BRM will be entering its 6th full year of partnering with school districts through a blend of comprehensive professional services and software and has driven strong results. Our ability to improve the intervention system at the school and student level has been demonstrated in several key ways:

1. **BRM promotes positive social, emotional, behavior, and academic outcomes**

Students supported on Branching Minds made statistically significant gains in reading (an average increase of 5 percentile points) over similar students not supported on Branching Minds (an average decrease of .3 percentile points). Students supported on Branching Minds also made statistically significant gains in mathematics (an average increase of 9.3 percentile points) over similar students not supported on Branching Minds (an average increase of 3.7 percentile points). The results of this study were presented at the 2018 annual conference of the American Education Research Association and are available to share in a white paper.

2. **BRM improves the efficiency of problem-solving meetings.**

During the 2017-18 school year, WestEd, a highly-respected, independent research organization, completed an evaluation of Branching Minds' impact on MTSS meetings across all district partners. They reported that using BRM to support MTSS improved problem-solving meetings' efficiency by decreasing the time teachers spend preparing and by better focusing the conversation. They also reported that BRM improved the quality of intervention meetings by helping teachers use data to drive the discussion and promote a positive, problem-solving climate.

3. **School leaders report improved quality and consistency.**

Across all district partners, 91% of school leaders report that BRM has increased the consistency of their intervention practice, and 96% report that BRM has improved the quality of their intervention meetings.

4. **Academic gains at San Antonio ISD.**

Throughout our partnership, San Antonio ISD has gone from a D to a B rating from the Texas Education Agency, with the Commissioner remarking that in 2019 the district made the most gains in student achievement of any large district in Texas. The district has also made significant progress in reducing the racial achievement gap. The mean discrepancy in reading performance between Caucasian and African American students fell from 5 to 2 percentile points.

5. **Reduced suspensions and literacy gains at Waco ISD.**

Throughout our partnership, Waco ISD reported that as a result of using BRM, the overall suspension rate for the district fell, with a 60% reduction in suspensions across all elementary schools. Additionally, they have seen phenomenal growth in literacy scores, with the average low-performing student gaining 11.28 percentile points on the NWEA MAP assessment over the course of the Fall 2019 semester.

Part V: Work Plan

History of service delivery

- Describe your organization's history of providing like services to school districts, and working with LEAs.

Branching Minds has supported districts with building an effective MTSS infrastructure and sound educator practice with and without the Branching Minds platform. Over the last four years, we have partnered with School District (NY), Hempstead (NY), Chicago Public Schools (IL), Sydney City Schools (OH), East St. Louis School District (IL), Hauppauge Union Free, and Okeechobee County Schools (FL). Additionally, school districts in Texas, such as Arlington ISD, Conroe ISD, and San Antonio ISD partnered with us to create, develop, and refine the various support services provided by their district into an effective Multi-Tiered System of Supports. We have recently begun partnerships in similar development with Charlotte Mecklenburg Schools, NC. These districts engaged in year-long coaching with BRM to establish the vision, goals, protocols and resources, communication, and sustainability plans needed to fully engage staff in supporting all students in their system. Each district produced dynamic documentation that clearly conveyed expectations, and aspirations and made that available to all educators. Educators received “job-specific” professional development to fully understand their roles, responsibilities, and activities required to significantly impact student growth through MTSS practice.

Service Monitoring

- Describe how your organization monitors and evaluates progress.

Branching Minds will work collaboratively with The City of Waterbury DOE leadership to develop and monitor yearly goals for developing and implementing all components of the MTSS Plan. In year 1, Branching Minds will monitor and report progress on a monthly basis and will include key MTSS stakeholders in the district. Reports will include participant survey results, document evaluation reports, and organizational change metrics such as the equitable creation and implementation of student support plans, problem-solving meeting schedules, agendas, and attendance. Year 2 (monthly) and 3 (3 times per year) progress will begin to include tier movement reports, student assessment results, and educator growth metrics. Implementation will be analyzed at the school level and district level.

Implementation Metrics: Growth goals in each component of MTSS will be determined by The City of Waterbury DOE leadership team. The following tools and activities will help us determine the impact on educator practice, educator agency and well-being, and student achievement and well-being. The results of the metrics will be communicated to all stakeholders.

- Yearly MTSS/Roots Report Analysis
- School Improvement Plans Review
- Student Support and Problem-Solving Meetings and Support Plans Generated
- Plan Implementation Rate
- Student Goal Attainment
- Tier Movement Reports

- Student Gains
- Staff and Student/Parent Surveys

Scope of Services (Feb. 2023 - Dec. 2024)

1. Identify and organize current components for an effective MTSS framework for behavior.

As a systems-level partner, BRM will help the Waterbury Department of Education with its system-level MTSS needs. BRM will: audit the health of their MTSS practice yearly through our Roots Report to help assess and address Teacher Mindset shifts to evolve the work; develop and monitor implementation plans and goals, and evaluate and support progress through both analytics and coaching; and optionally, implement a web-based platform that helps teachers achieve all of the daily work required to collaborate, communicate, create and monitor differentiated plans for individuals and groups of students across behavior, and SEL. With this approach, we have demonstrated our ability to help all educators (teachers, teacher-leaders, principals, learning community, and central office staff) achieve better outcomes for their students, but to do so with more clarity and efficiency.

Interconnected Systems Framework Rubric Needs Assessment *See Addendum B for sample: This self-assessment rubric allows school teams to examine the framework of their interconnected system (academics, SEL, and behavior) to determine implementation fidelity, document effectiveness, and identify strengths and weaknesses for action planning. Combining the best-researched fidelity rubrics from the Center for PBIS and the CASEL Framework, the ISF Rubric is intended to guide both initial and sustained implementation of an Interconnected Systems Framework incorporating social-emotional wellness and behavioral supports to improve student outcomes. The ISF ensures that your system is working to meet each of the components of an effective system:

1. Steering Committee Representative of all Stakeholders (including families and students)
2. Faculty Commitment and Support
3. Establishment of Expectations
4. Lesson Plans for Teaching Social-Emotional Skills
5. Effective Reinforcement and Recognition System
6. Effective Discipline Process and Procedures
7. Implementation/Adoption Plan
8. Aligned Classroom Supports
9. Expanded Data Data Entry and Analysis
10. Evaluation and Progress Monitoring of Supports and Plans

Infrastructure Alignment Support (MTSS Handbook and Guides) *See Addendum C for Sample District Handbook Excerpt: Improving system-level infrastructure is a critical step to enhancing best practices across any school district's MTSS practice. The BRM Infrastructure Alignment work helps district leaders update their communication documents so that all staff understands the philosophies, practices, and protocols undergirding MTSS and the Interconnected Systems Framework to include Social-emotional Wellness and Behavior. As part of any partnership, BRM provides a scaffolded MTSS handbook template that highlights all district decision points within an effective MTSS practice—guided by best practice recommendations to enhance and promote academics, social-emotional wellness, and behavioral outcomes. This handbook template can be used to either create a Waterbury Department of Education MTSS handbook or to revise/update an existing MTSS handbook. Guides that are routinely developed establish a year-long view of relevant MTSS work, Student Support Meeting Guides, and agendas, Common Language Glossaries, etc. The BRM team will also provide an Infrastructure Coaching Series to help guide district leadership teams through this infrastructural alignment work.

Branching Minds will also help you to review your whole systems approach with a lens on academics, social-emotional wellness, and behavioral health.

Roots Report and Mobilization Guide: To help district partners understand and evaluate intervention practice at each school, BRM has created the Roots Report, which examines the seven critical components of effective intervention systems: leadership, screening for at-risk students, primary instruction/core curriculum (academic and SEL), intervention planning, intervention implementation, intervention progress monitoring, systems and infrastructure, and meeting quality. The 20-minute survey is completed by one representative from each school. BRM then analyzes and compiles the results into a report outlining a quantitative score for each area and a growth plan with actionable recommendations for improvement. The report's findings are then shared and discussed with a representative from the district and provided to school leaders for professional learning consideration. The survey and report are completed each year of the partnership so that schools can see growth over time and adjust target goals for improvement.

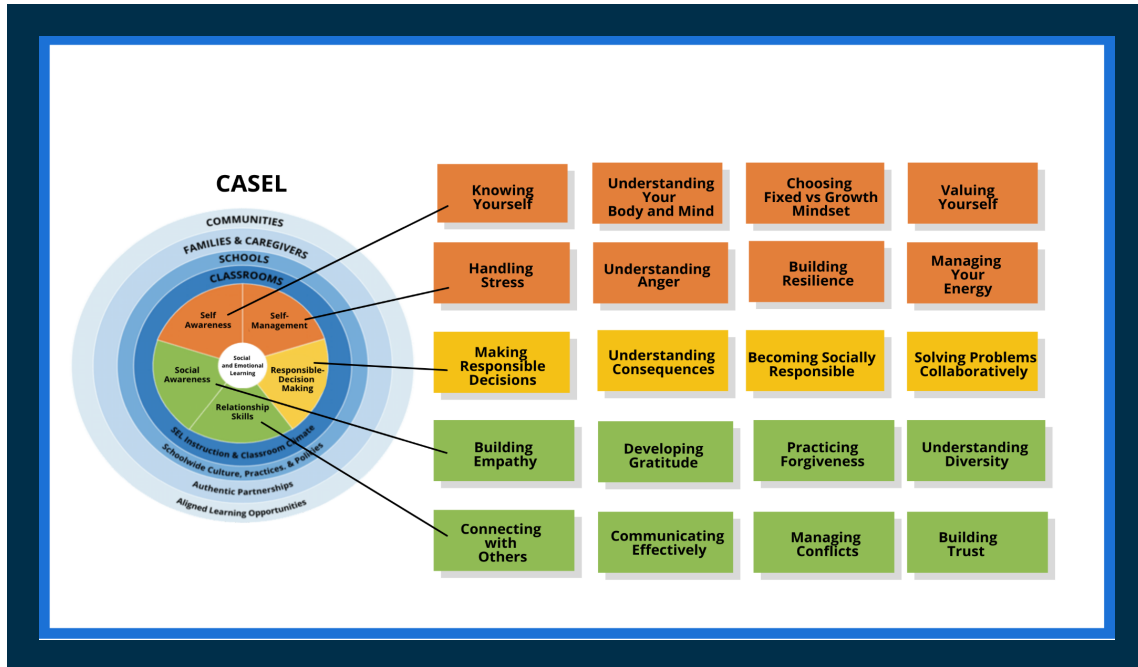
Teacher Mindset Surveys: To help administrators understand the collective mindset of teachers' beliefs and perceptions of MTSS at their district/school, BRM provides a survey that can be administered at the start of the partnership and the end of each year. The survey is intended to help uncover issues related to staff believing in the value of using data to drive decision-making, their confidence in their abilities to support struggling students, and their growth mindset regarding all students' abilities. To ensure that teachers are comfortable answering the questions, BRM does not share individual responses but provides a summary of the findings. Dr. Eva Dundas, Chief Learning Officer at Branching Minds, reviews each survey and prepares the reports.

2. Enhance the district's Portrait of a Graduate.

Branching Minds will work closely with Waterbury Department of Education to align all initiatives, including the Portrait of a Graduate within the MTSS Interconnected Systems Framework.

Schools, staff, students, and families can easily identify how the CASEL-5 aligns directly with the Portrait of a Graduate and are supported by the district and campus level social-emotional and behavioral skills and expectations through a written framework. Within this framework, students will gain the knowledge and skills to work and generalize in many environments including the classroom, school environment, with families and caregivers, and within their community.

Portrait of a Graduate	Goal Student Outcomes	CASEL-5 Alignment
Socially & Emotionally Intelligent	Respect the differences in people and their ideas and culture	Social-Awareness
Grit	Sustain interest in and put effort toward short and long term goals despite obstacles	Self-Management
Growth Mindset	Work through challenges showing perseverance, resilience, and self-advocacy	Self-Awareness
Problem Solver	Generate and recognize original ideas, alternatives, and make connections	Self-awareness Responsible Decision Making Relationship Skills
Communicator	Speak and write effectively to communicate ideas	
Collaborator	Work Cooperatively with other to accomplish goals and tasks	
Life-long Learner	Understand, appreciate, and model a life long love of learning	Self-Awareness Social Awareness Relationship Skills
Knowledgeable	Prepared with the knowledge and skills necessary for life beyond high school.	



3. Include evidenced-based and tiered interventions for all students, supplemental to the core curricula.

Branching Minds supports districts in selecting and implementing evidence-based interventions at all levels of instruction; Tier 1, Tier 2, and Tier 3. BRM helps educators select evidence-based learning supports including access to our library of hundreds of evidence-based interventions and accommodations, curated to both support supplement core instruction and targeted to match individual and groups of students' social-emotional, behavioral and academic needs.

Branching Minds Professional Services will provide coaching around evidence-based practices that can be implemented immediately including

- Positive Behavior Protocol
- Differentiation Strategies
- Flexible Grouping
- A Communication Plan for Students and Families
- Classroom Routines

Branching Minds uses an Interconnected Systems Approach to behavioral and social-emotional learning that begins with a PBIS within an MTSS to support students behavioral and social-emotional health and well-being.

PBIS is the only approach for supporting student behavior that is called for by the Individuals with Disabilities Education Act (IDEA, 2004: 20 U.S.C. § 1400 (2004)). This federal law urges schools to implement PBIS as a whole-school approach, as well as with individual students who have challenging behavior. Positive Behavioral

Interventions and Supports (PBIS) is an evidence-based, three-tiered framework for supporting students' behavioral, academic, social, emotional, and mental health. When implemented with fidelity, PBIS improves social-emotional competence, academic success, and school climate. Combined with a Social-emotional Learning lens, this Interconnected Systems Framework promotes teacher health and wellbeing. It is a way to create positive, predictable, equitable, and safe learning environments where everyone thrives.

4. Allow for flexibility in meeting the needs of a wide range of learners and include accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.

Branching Minds' mission is to empower all educators to effectively, efficiently, and equitably support the holistic needs of each of their students, and thereby, create a path to academic and personal success for every learner. We understand that achieving system-level change will never hinge on just a new program or a technology solution alone. Therefore, we pursue our mission by enabling schools and school districts to strengthen the infrastructure of their intervention system through a variety of professional services. Schools also benefit from using technology to support educator efforts and building infrastructure includes exploring how practice may be combined with a technology that guides educators through the daily best practices required to make a high-fidelity MTSS practice not only possible but also sustainable and impactful.

During our **Infrastructure Alignment Support and Coaching**, we will invite stakeholders from the Special Education and Language Learners Departments to build the written framework and decision rules for selecting and implementing instruction and intervention tools so that they can verify who and how the interventions will support learners.

Branching Minds maintains a flexible approach to selecting interventions. Our robust library with hundreds of tools and strategies aligned to ESSA levels of evidence for success with diverse populations positions us to be valuable thought partners in selecting and implementing a variety of intervention tools.

5. Include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion, and people with disabilities.

At Branching Minds, we believe that everyone deserves the opportunity to learn and grow. We value every voice and contribution as critical to our collective success, and we actively seek out the voices of those too often underrepresented or unrecognized. This core value is woven through all of our professional learning and onboarding, ensuring that our team of professionals can help you build awareness around choosing culturally relevant and responsible instruction and intervention practices and materials.

Branching Minds offers a variety of mini-coaching sessions to ensure the strategies and mindset around teaching and learning neutralize bias and incorporate techniques that promote an understanding and connection to diverse cultures, genders, ages, religions, and disability statuses.

Below are three professional learning opportunities that will support Waterbury in developing a culturally responsive mindset for instruction and intervention. Branching Minds will work collaboratively with the school and/or district teams to ensure learning materials and sessions are aligned to support your specific equity goals.

- Using a Trauma-Informed Lens
- Awareness of Implicit Bias
- Selecting and Implementing Responsive Strategies

6. Assist with creating a culture of trust and engagement.

Branching Minds promotes the tenets of MTSS that strengthen transparency, trust, and engagement. Successfully developing a framework for collaborative, interdepartmental communication is a fundamental building block to establishing a climate where staff and students feel safe and supported to teach and learn.

At the heart of our mission is a core set of shared values that serve to ground and enliven our **collective identity** and **strengthen our commitment** to our mission as educational leaders. The foundation of success for our students and our school system is rooted in our core values, and these values define the *Branching Minds Way*.

- **Every Child** - We put students at the heart of everything we do.
- **Collective Greatness** - We, as a community, leverage our strengths to reach challenging goals.
- **Collaborative Spirit** - We believe in each other and find joy in our work.
- **Limitless Curiosity** - We never stop learning and growing.
- **Moral Compass** - We are guided by strong character, ethics, and integrity.

We are guided by the following principles to assist schools in creating a culture of trust and engagement:

1. **MTSS is about the success of ALL students.**
2. **Within MTSS, Leadership is vital.**
3. **Educators are respected as diverse lifelong learners**
4. **Scientific, research-based core instruction and intervention are the foundation for success.**

The interventions and supports found within an Interconnected Systems Framework of MTSS foster relationship building by helping both teachers and students to focus on positive interactions academically, socially, emotionally, and behaviorally.

Incorporating positive behavioral supports combined with a social-emotional wellness lens within an MTSS helps improve social and emotional skills and improves classroom engagement. This interconnected systems approach encourages school staff to incorporate equitable disciplinary practices and increased social-emotional support, which facilitates a positive school climate impacting staff and student trust and engagement in school and learning.

7. Provide a structure that promotes developmentally appropriate strategies to help staff and students be able best access and utilize techniques to regulate their own emotions, manage their behaviors, and improve the climate/culture of the school environment.

Branching Minds' Professional Learning on Social-emotional Wellness takes a Developmental Lens: Aligned with CASEL, combining a development lens with our SEL approach, Branching Minds focuses on creating vertical alignment and age-appropriate development of the CASEL 5 competencies. We understand and value how students utilize their social-emotional skills and tools, varies vastly by developmental age and experience.

Branching Minds' Professional Learning helps give teachers the tools to identify what's different by development age: Aligned to the [Connecticut Kindergarten through Grade 3 Subject Area Connections for Social, Emotional, and Intellectual Habits](#), Branching Minds helps school teams identify how the CASEL Competencies related to developmentally appropriate tasks. For example, a preschool student that takes others' toys may need SEL instruction that focuses on sharing, turn-taking, etc. Whereas a classmate at the high school level that takes others' items may need more complex support, including developmentally appropriate SEL strategies. Support and intervention are also informed by the student's past experiences and personality traits in Relationship Skills and Personal Decision Making.

Branching Minds' Professional Learning helps give teachers the tools to identify what's the same across development ages: Aligned to the CASEL Competencies, Branching Minds' Professional Learning helps teachers understand that the competencies within the framework remain constant even though the specific skills may change or morph as people mature. These stages of development will be evident in the continuum of support developed as part of Waterbury's framework.

Branching Minds' Understands a Developmental Lens for Assessment and Instruction: Branching Minds recommends and supports the use of the Devereaux Student Strengths-based Assessment (DESSA). Where standards and frameworks for developmentally appropriate SEL competencies and skills are a component of a quality SEL framework, utilizing an assessment that helps teachers understand the student's level of skill in these developmental areas is vital. The DESSA, aligned to the CASEL-5 helps teachers easily identify students' social-emotional skill strengths and needs by utilizing developmentally appropriate scales and rubrics. Assessments like the DESSA assist teachers in designing instruction and intervention to support students' social-emotional wellness and behavioral health growth at every

developmental stage. Additionally, the DESSA is provided within the Branching Minds web application.

Branching Minds' supports Educators' Social-Emotional Health and Wellness:

Branching Minds' Professional Learning incorporates tools and strategies to help adults engage in pro-social interactions and feelings, supporting educators' social-emotional health and wellness at the core and improving outcomes for staff and students. BRM will also incorporate overt communications and strategies to be included as Educator Support within the Waterbury Interconnected Support Framework.

8. Provide staff and students the tools to better achieve their academic and behavioral goals.

A 2011 meta-analysis of 213 studies involving school-based, universal SEL programs including over 270,000 students in K-12 revealed an 11 percentile-point gain on standardized achievement tests (Durlak, Weissberg, Dymnicki, Taylor, & Schellinger, 2011). This academic increase is likely related to other health, safety, and engagement outcomes related to an MTSS with an Integrated Systems Framework, including improved self-perception, attitudes about school, positive classroom behaviors, and reductions in conduct challenges and emotional distress.

As a systems-level partner, Branching Minds will help Waterbury Department of Education define goals and related outcome metrics for the implementation of an Interconnected Systems Framework. Beginning with the needs assessment rubrics, Branching Minds will collaborate with the Waterbury District Steering Committee to integrate academics, behavioral, and social-emotional learning under one framework designed to overcome common **challenges** with implementing SEL:

- **Coherence:** Creating a unified, written framework for Waterbury's Integrated Systems Framework (ISF).
- **Communication:** Creating clear and consistent communication pathways for implementation and adoption and feedback of the ISF.
- **Connecting the Right Framework to District and School Improvement Goals (to increase buy-in and efficiency):** Create a clear and articulate understanding of an MTSS Framework and the integrated approach to academics, behavioral, and social-emotional wellness.
- **Practitioners:** Engage in quality professional learning that supports all practitioners in understanding, adopting, and implementing the key components and skills of the ISF framework.

Branching Minds will collaborate with Waterbury stakeholders in the Continuous Improvement Cycle, identifying and anticipating challenges, developing plans to adapt, executing plans, and adjusting plans as student and educator data is reviewed.

9. Encourage and guide students to develop their voices.

Branching Minds encourages student engagement and agency within an MTSS Interconnected Systems Framework. Our goal is to equip educators with the tools to

promote a deep level of connection between the students and their school community. First Branching Minds helps educators develop an awareness of student voice and engagement. Branching Minds then helps staff learn how to encourage and elicit participation that is meaningful and action-oriented.

- Begin with including student climate surveys, data sharing, and a formal process for ensuring that a significant percentage of students are engaging in climate surveys.
- Provide time and space for students to engage in sharing their strengths, challenges, and interests at the district, school, and classroom levels.
- Engage students in the formal processes for defining expectations, setting consequences, and establishing routines for delivering instruction in social-emotional skills and behavioral competencies.

Branching Minds will help Waterbury Department of Education establish criteria for including student voice within the Interconnected Systems Framework including,

- Preparing staff to hear critical student feedback
- Selecting students to represent the voice of the student population
- Creating an inviting environment (staff, space, etc.) where students feel validated, trusted, and safe.
- Setting the stage for norms that allow students to feel like equals in the problem-solving processes
- Establishing topics for discussion and consideration
- Repeating the input process at a cadence that students feel a part of the team

10. Include tools, resources, and documents in multiple languages, including but not limited to Spanish, that provide parents/guardians and others with the necessary resources to provide transparency into the framework that supports and improves student achievement and behavior management.

Branching Minds advocates for strong family and community engagement and transparency. We believe that schools and communities are partners in ensuring that our students can lead healthy, fruitful lives.

- Branching Minds learning science team and professional services team will help Waterbury Department of Education select resources that have multi-lingual options for family/home communication. This includes learning tools that will help students generalize SEL and behavioral skills used in a variety of environments and contexts.
- Branching Minds will help Waterbury Department of Education link best-practice and required state/district parent communications that are already available in multiple languages and accessibility modalities.
- Branching Minds Professional Learning Materials utilize the Accessible Education Materials (AEM) Framework in reviewing all educator materials. These can be shared and housed for community awareness, transparency, and engagement.
- Branching Minds' supports the notion that learning and wellness extend beyond the school day. This means that BRM provides Parent Universities to help families and community members learn about MTSS and social-emotional wellness with an Interconnected Systems Framework. We further support schools through a simple trainer session to promote

additional on-campus parent universities facilitated by Waterbury staff and students.

Branching Minds outlines below the scope of design, implementation, and adoption support that includes both technical and adaptive changes needed to fully operationalize a new system of protocols and practice by a variety of stakeholders. This offering is completely customizable, and we expect adjustments would be made through ongoing collaboration and planning with the Waterbury Department of Education.

Readiness Phase (First ½ Year)			
Date	Title: Description	Length	Participant
Jan/Feb	Infrastructure/Interconnected Systems Framework Foundations: Develop or Refine Vision & Develop Implementation Goals for Stakeholders and District	6 hours	BRM / District Program Leaders
Feb	MTSS Foundations and Interconnected Systems Framework for School Team Leaders: Develop a site-based understanding of MTSS/ISF to begin to assess current practices against research-based best practices for implementation. During this session, participants	3 Hours	District Leaders/ Principals
Mar - Apr	Infrastructural Alignment Workshops: Framework development for academics, behavior, and wellness. Integration of behavior and wellness initiatives, including portrait of a graduate (1-2 hrs), resource mapping (2-3 hrs), adoption planning (3-4 hrs), and communication planning(3 hrs).	12 hours	MTSS Stakeholders, Committee
Planning Phase (Year 1)			
Date	Title: Description	Length	Participant
June	MTSS Implementation Planning w Principals: The district stakeholders will share the vision for the ISF and the needs assessment data, goals, and timelines with school and district leaders. School Leaders will incorporate MTSS Practice Into School Goals and Improvement Plans	3 hours	Principals
June / Aug.	MTSS and Wellness Interconnected Systems Framework Foundations for School Teams:	6 hours	MTSS School Teams

	<ul style="list-style-type: none"> ● Critical system organization to support Tier 1 ● Critical system organization to support Tier 2 ● Critical system organization to support Tier 3 		
Sept - Jan	<p>Tiered Strategy and Fidelity Workshops: BRM professional services can provide mini-workshops aligned to best practice and fidelity monitoring at each tier. Designed as Trainer of Trainer models, these workshops will help staff leaders turnkey professional learning for each campus. Waterbury can select based on the Needs Assessment and District plan. Unless noted, all sessions include 90-minutes of structure coaching.</p> <ul style="list-style-type: none"> ● Tier 1 Strategy and Fidelity Workshops: <ul style="list-style-type: none"> ○ Secondary Framework ○ Campus PBIS & Wellness ○ Trauma Informed Lens ○ Raising Awareness around Implicit Bias ○ Predictable, Consistent, Positive, Safe Environments – Layering Social Emotional Support within a PBIS Framework ○ Student Voice and Agency within your ISF ○ Culturally Responsive Instructional Materials ● Tier 2 Strategy and Fidelity Workshops: <ul style="list-style-type: none"> ○ Intervention: Check-in/Check-out ○ Intervention: Social Skills Groups for Wellness and Behavioral Health ○ Intervention: Mentoring ○ Sharing Data with the team and families ○ Intensifying Interventions and Understanding Challenging Behavior (Trauma Informed Lens) ○ Developing Campus-wide Tier 2 Teams ● Tier 3 Strategy and Fidelity Workshops: <ul style="list-style-type: none"> ○ Connecting Community Agencies ○ Intense Interventions within the School Setting ○ Supporting Staff and Student Wellness (compassion fatigue) ○ Transitioning students to and from more 	up to 15 hours	Participants Determined by Needs Assessment

	restrictive environments		
Feb - Mar	February - Needs Evaluation: BRM will share teacher surveys and compile data for district stakeholders to explore Existing Needs for Staffing, Data Platform(s), Instructional Support Resources	2 hours	MTSS District Stakeholders
Ongoing Year 1	Readiness and Planning Coaching: From structured consultative meetings to hands-on-readiness coaching, BRM Professional Services offers support as you navigate unanticipated challenges. BRM will act as a thought partner and coach throughout the readiness process, including developing a strategic plan to incorporate the Interconnected Systems Framework.	Up to 15 hours	Any

Full Implementation Phase Year 2 (Feb. 2023 to Jan 2024)			
Date	Title: Description	Duration	Participants
Apr - June	MTSS and Wellness Interconnected Systems Framework Campus Teaming Implementation Planning Support: This model prepared as a Trainer of Trainers will help school teams developing educator Social-Emotional Competence and Understanding of Student SEL within an ISF	12 hours (2 day summer camp)	MTSS Teams
Sept - Dec	Tiered Fidelity Review & Tiered Instruction Walk-throughs: Facilitated by a BRM Coach onsite, teams analyze their school through a walk-through assessment component and develop areas of strength, need, and a plan for improvement.	2 hours/ school X 30 schools = 60 hours	MTSS Teams
Dec - Jan	Middle of Year (MOY) Data Dive: All School Level Teams Meet to Analyze Data and Conduct MTSS Best Practices Check (identify Tier 2 needs and best practices)	3 hours	Bldg MTSS Teams
Feb - May	Needs Evaluation: Explore Existing Needs for Staffing, Data Platform(s), Instructional Support Resources	2 hours	MTSS District Stakeholders
Sustainability Phase Year 3 (Feb. 2024 to Jan 2025)			

Date	Title: Description	Duration	Participants
Feb	<p>District Sustainability Strategy Coaching: During this coaching session, District Stakeholders will review readiness, planning, and implementation data, needs assessments, etc. to create a sustainability plan.</p> <p>Sustainability Plans focus on:</p> <ul style="list-style-type: none"> • Incorporation of ISF strategies and goals into daily activities • Identifying strategies and stakeholders for continued data review and evaluation at various levels • Developing partnerships to enhance ISF strategies and programs • Continued professional learning (annually on ISF) 	3 hours	MTSS District Stakeholders
Aug	<p>Sustain: Educator Awareness and Waterbury ISF for Academic, Social-emotional, and Behavioral Health within an MTSS Kick-off: This session, to be repeated annually or embedded within New Teacher Induction Programs captures the essence of Waterbury's ISF.</p>	60 minute asynchronous modules	All Waterbury Staff
Oct	<p>Data Session 1: All School Level Teams Meet to Analyze BOY data and walk-through Data and Conduct MTSS Best Practices Check. During the sustainability phase, walk-throughs are collected by school teams and final results are reviewed during this session facilitated by a BRM coach in order to develop site-based ownership. This session helps teams review patterns, trends, and set strategic plan goals.</p>	3 hours	MTSS District Stakeholders and MTSS Teams
Jan	<p>District Data Review: A BRM Coach meets with leadership to review data, patterns, trends, questions, etc., to monitor implementation and sustainability at a 30,000 ft. view.</p>	3 hours	MTSS District Stakeholders and School Leaders
March-May	<p>Data Reflection & Data Informed Planning: All School Level Teams Meet to Analyze ongoing data to determine the effectiveness of the ISF. Staff will identify areas of</p>	3 hours	MTSS District Stakeholders and MTSS Teams

	strength, needs, and improvement and target areas for future year's planning and implementation.		
		149 total hours	

Part VI: Cost Schedule

Branching Minds believes that MTSS is for all students and that any effective intervention system solution will provide support at Tier 1, 2, and 3 levels for students who are in general education, special education, and gifted environments. In keeping with that philosophy, Branching Minds offers a range of professional development services (described above).

Session Title	Hours	Units	Price/Unit	Total
Infrastructure/Interconnected Systems Framework Foundations	6 hours	1	\$3400	\$3,400
Infrastructural Alignment Workshops	12 hours	1	\$6200	\$6,200
MTSS Foundations and Interconnected Systems Framework for School Leaders	3 Hours	2 (AM/PM)	\$1700	\$3,400
MTSS Implementation Planning with School Leaders	3 hours	2 (AM/PM)	\$1700	\$3,400
MTSS and Wellness Interconnected Systems Framework Foundations for School Teams	6 hours	4	\$3400	\$13,600
Tiered Strategy and Fidelity Workshops, virtual	up to 15 hours			\$6,750
Needs Evaluation Year 1, virtual	2 hours	1	\$900	\$900
Readiness and Planning School Level Coaching, virtual	up to 15 hours			\$6,750
MTSS and Wellness	12 hours (2	3	\$5400	\$16,200

Interconnected Systems Framework Campus Teaming Implementation Planning Support	day summer camp)			
Tiered Fidelity Review & Tiered Instruction Walk-throughs	2 hours per school (3 days/4 weeks/4 Coaches)	4	\$7,400	\$29,600
Middle Of Year Data Dive, virtual	3 hours	4	\$1,400	\$5,600
Needs Evaluation Year 2, virtual	2 hours	1	\$900	\$900
District Sustainability Strategy Coaching, virtual	3 hours	1	\$1,400	\$1,400
Sustain: Educator Awareness and Waterbury ISF for Academic, Social-emotional, and Behavioral Health within an MTSS Kick-off	60-minute asynchronous session	1	\$0	\$0
Data Session 2, virtual	3 hours	4	\$1,400	\$5,600
District Data Review, virtual	3 hours	4	\$1,400	\$5,600
Data Reflection & Data Informed Planning, virtual	3 hours	4	\$1,400	\$5,600
Total	155 hours			\$114,900

Part VII: Appendices and Addenda

Addendum A: Branching Minds Platform

Introducing the Branching Minds Platform:

The Branching Minds platform is specifically designed to guide educators through the data-driven decision-making and plan generation process within MTSS to streamline and improve practice. The online platform leverages The City of Waterbury DOE's universal screener and benchmark assessment data to help educators identify which students need what level of support, and understand why they need support based on a collection of qualitative teacher observations across academic, cognitive, social-emotional, and behavioral skills. BRM then helps teachers find evidence-based learning supports from a library of 2,500+ evidence-based interventions and accommodations, curated to both support supplement core instruction and targeted to match individual and groups of students' needs. The platform then guides teachers to create plans scaffolded by best practices. Teachers are able to seamlessly collaborate as a team to effectively monitor and report on student progress while efficiently managing the communication and collaboration across staff and family that this work demands.

How Branching Minds Supports Teachers:

Branching Minds was designed by educators and learning scientists to make all of the best practices of effective MTSS actually **practicable**. When surveyed in January 2021, over 90% of teacher respondents found that BRM improved the efficiency of their meetings, made it easier to keep track of and document their intervention work, and believed that BRM has or will improve their ability to support struggling students. According to Valery Haskett, a teacher from Alta Vista School in Waco, Texas, *"I love how quick and easy it is! Entering data takes minutes, instead of hours."*

BRM supports teachers by making it faster and easier for them to:

- see their whole class or roster view of students and quickly understand which students need what level of support in what areas;
- assess and understand students' social-emotional competencies through the use of the SECA and DESSA, monitor their progress in behavior, and document any major or minor incidents in a way that promotes problem-solving;
- for individual students, access a rich student overview with one click that includes all of the work that any educator has done to support that student across their academic career in the district, inclusive of academics, behavior, and SEL;
- document their work for all of their students, log student work samples, and share their targeted observations to unpack why students may be struggling across academic, cognitive, SEL, and behavior skills at play;
- create targeted academic, behavior, and SEL plans with SMART goals, aligned progress monitoring plans, and curated interventions matched to students' needs; and,
- create family communications, forms, and reports for an individual or multiple

students at once.

How Branching Minds Supports School and District Leaders:

Administrators share all the same time savings that teachers have on Branching Minds, but they also have some additional key management and reporting functionality that has been a tremendous support in streamlining oversight and compliance work. When surveyed in January 2021, over 95% of administrator respondents found that BRM improved the efficiency of their meetings, made it easier to keep track of and document their intervention work, reduced the amount of time and energy spent compiling data reports, and believed that BRM has or will improve their ability to support struggling students.

BRM supports administrators by making it faster and easier for them to:

- apply local tiering criteria based on universal screener and benchmark data to identify which students need what tier level of support;
- access reports to monitor MTSS health and wellness within and across schools (benchmark growth report, tier movement report, tier health report, and behavior incident reports);
- see across cohorts of students and quickly understand which cohorts need what level of support in what areas;
- for individual students, access a rich student overview with one click that includes all of the work that any educator has done to support that student across their academic career in the district inclusive of academics, behavior, and SEL;
- ensure documentation of work across educators is happening on time and with fidelity (staff to-do management page, family communication report, and insight survey management page);
- review behavior incidents and reports; and
- create family communications and generate forms and reports for multiple students at once.

Addendum B: Excerpt Interconnected Systems Rubric Needs Assessment

Stakeholder and Team Establishment and Planning

Teams drive the mission, vision, and work of PBIS/SEL in the school. They are integral to supporting, progressing and sustaining the SEL competencies. Teams should have adequate and diverse representation, intentional schedules, and data driven outcomes.

On your SEL/PBIS team:

Is there diverse representation from school staff? Community and parents?	
Are team members aware of their roles?	
Is the team guided by a clear mission and vision?	
Have all stakeholders contributed to the vision?	
Is the vision clearly communicated within the team? Outside the team?	
Are meetings scheduled and dated?	
Decisions are made and communicated to the school community.	

School Wide Systems

School-wide systems support all students and adults to develop, communicate, and maintain best practices to support positive, strength-based scaffolds for behavior and expectations.

Has your team:

Created and communicated universal expectations for desired behavior?	
Created a systemic flow to understand how to address incidents when discipline is necessary?	

- Are these easily summarized in 3-5 short, broad-stroke expectations?
- Have multiple perspectives been considered in creating and establishing effective expectations?

- Have both desired and undesired behaviors have been named?

Addendum C: Branching Minds Sample Handbook

Branching Minds Sample District Handbook



September 2022



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This is just a sample. Parts of this handbook have been omitted.

Contact Branching Minds for Additional Information.



Chapter 1: Introduction to Branching Minds' Multi-Tiered System of Supports (MTSS)



Our Mission

The mission of the Branching Mind's School District (BRMSD) is to prepare all students with the knowledge, competencies, social responsibilities, and positive self-image to be lifelong learners and contributing members of society. The Branching Mind's School District will provide programs and conditions that maximize learning success so that all students meet high-level performance standards.



Our Values

At the heart of our mission is a core set of shared values that serve to ground and enliven our **collective identity** and **strengthen our commitment** to our mission as educational leaders. The foundation of success for our students and our school system is rooted in our core values, and these values define the *Branching Minds Way*.

- **Every Child** - We put students at the heart of everything we do.
- **Collective Greatness** - We, as a community, leverage our individual strengths to reach challenging goals.
- **Collaborative Spirit** - We believe in each other and find joy in our work.
- **Limitless Curiosity** - We never stop learning and growing.
- **Moral Compass** - We are guided by strong character, ethics, and integrity.

Our hope is that **every member** of the Branching Mind's family—*educators, families, students, and community members*—will adopt and share this set of values as we work to best serve students on their educational journey.

The following MTSS component definitions have been adopted by the Florida Department of Education:



Leadership: Leadership is key to successful implementation of any large-scale innovation. Leaders engage staff in ongoing professional development for implementing MTSS, plan strategically for MTSS implementation, and model a data-based problem-solving process for school improvement. The school principal also supports the implementation of MTSS by providing resources for planning and implementing instruction and intervention and ensuring that staff have the data needed for data-based problem-solving.

Building the Capacity/Infrastructure for Implementation:

District-wide and school-wide capacity and infrastructure are required in order to implement and sustain MTSS. At BRM, a strong commitment has been made to providing school teams with ongoing professional learning, technical support, and tools to implement MTSS with fidelity.

Communication and Collaboration: Ongoing communication and collaboration are essential for successful implementation of MTSS. At BRM, district-level department staff, building administrators, and

other staff members contributed to the development of our belief statements, vision, and mission for MTSS. A common language for MTSS in BRM has also been developed so we can collaborate with each other and communicate with parents, who are an integral part of our students' academic success and individual problem-solving for their children.

Data-Based Problem-Solving: The use of data-based problem-solving to make educational decisions is a critical element of MTSS implementation. This includes the use of data-based problem-solving for student outcomes across content areas, grade levels, and tiers, as well as examining barriers to school-wide implementation of MTSS. BRM believes the 4-step problem-solving method should always include data that informs decisions and helps us evaluate instructional strategies that accelerate our student's learning.

Three-Tiered Instructional/Intervention Model: The three-tiered instructional/intervention model is another critical element of MTSS implementation. In a typical system, Tier 1 includes the instruction delivered to all students; Tier 2 includes supplemental instruction or intervention in addition to core instruction, provided to students for whom Tier 1 instruction does not meet their learning needs; and Tier 3 includes intensive, small group or individual interventions in addition to core and Tier 2 for students facing significant barriers to learning. It is important to consider academics, behavior, and emotional literacy instruction when implementing interventions across all tiers.

Data-Evaluation: Given the importance of data-based problem-solving within MTSS, data must be used within all three tiers when making decisions about students' learning and needs. Effective problem-solving teams will consider the interaction between academic and behavioral needs while using all available data sources to do so. At BRM, we also use data to evaluate our teams' effectiveness and guide decisions for supporting effective MTSS in our schools. We also use progress monitoring data to evaluate the effectiveness of interventions we select for our students.

MTSS—as the name suggests—involves multiple tiers of instruction and assessments. The MTSS model includes three tiers or levels of support for Academics, Social Emotional Skills and Behavior:

Tier 1 is comprised of the Core Universal Instruction and Supports that ALL students receive. General academic and behavior and emotional literacy instruction and support is designed for all students and should be delivered using scientifically based instructional practices to facilitate student proficiency. It is important to include differentiation strategies, such as grouping, scaffolding, and guided practice to meet the needs of our diverse students within an effective Tier 1. Effective Tier 1 instruction and supports should meet the learning needs of approximately 80% of our learners. Universal screening assessments are administered at least 3 times per year and—combined with statewide assessments and other district assessments—are used to determine the effectiveness of Tier 1/core instruction in meeting students’ needs.

In addition to whether students need more intensive intervention, the focus of instruction and intervention is important to consider. Students who have academic problems often demonstrate challenging behaviors and vice versa. As a result, efforts to implement an MTSS must focus on students’ academic, behavioral, and social-emotional health and well-being.

Tier 1, 2, and 3 instructional and intervention strategies with the greatest likelihood of success will strive to help students achieve both academic and behavior (e.g., social skills, professional work behaviors) standards. Therefore, we must not think of setting up an MTSS for academics and an MTSS for behavior, but rather an MTSS for students.

The problem-solving process is a mechanism we can use to help determine the extent to which academic and/or behavior needs must be addressed to facilitate student success at each of the tiers.

ACADEMICS	BEHAVIOR	SOCIAL-EMOTIONAL HEALTH
All students receive high quality curriculum and instruction in the general education classroom. The teacher assists all students.	All students are explicitly taught positive behavioral expectations. Teachers use a consistent and restorative approach to discipline.	All students receive SEL and character instruction. An established team develops school climate initiatives supporting trauma sensitivity.
School provides supplemental instructional support, usually in small groups, to students who need additional support.	School provides supplemental targeted behavioral skill interventions usually in small groups.	School provides structured interventions for students exposed to trauma and chronic stress
Intense instructional support is provided to students with the greatest needs, with frequent progress monitoring	Student-centered planning is used to develop customized interventions with frequent progress monitoring. Referrals and linkages to community agencies. Specialized skill instruction for students and families.	



Important Tier 1 Considerations

Our school and district-level teams will consider several factors when addressing Tier 1 instruction. Some of our schools may require more time or different curriculum materials than other schools to deliver Tier 1 services that are effective for most students. Schools with a high number of students who do not enter school ready or face significant economic challenges, for example, may require more time dedicated to instruction for all students (e.g., 120 minutes) in order to have Tier 1 be effective. The rigor of the instructional routine also should be considered. Differentiated instruction to the degree appropriate for the size and diverse learning abilities of students, the focus and pace of instruction, and how responsibility for the learning activity is released to students are common considerations. These differentiated plans include academic and behavioral standards. District plans such as the K-12 Reading Plan, instructional pacing guides, PBIS plans, and master calendars are examples of places where guidance on what constitutes Tier 1 and Tier 1 decision-making can be found.



Myth: MTSS is for 20% of our students

Truth: MTSS is for 100% of our students. The support and problem solving linked to Tier 1 is a critical component of the MTSS framework. All of our students will be a part of MTSS at Tier 1, while some of our students will receive increased intensity of instruction and progress monitoring at Tier 2 and Tier 3.

To facilitate consistent and sound decisions to be made at Tier 1 at your school, a few guiding questions can be useful.

Examples of important questions to ask at Tier 1 to guide your teams are:

What percent of our students are meeting grade level expectations and/or are “on-track” for promotion?
What percentage of students are meeting school-wide behavioral expectations?

Is Tier 1 instruction effective for each grade-level content/subject area? Is Tier 1 instruction effective for school-wide behavioral expectations?

Which students demonstrate significant gaps between their current performance and grade level standards? Between current performance and schoolwide/classroom behavioral expectations?

At Tier 1, **all** students receive scientific, evidence-based core instruction implemented with integrity and emphasizing grade-level standards and school-wide behavioral expectations. Instruction at Tier 1 should be explicit, differentiated and include flexible grouping and active student engagement. To ensure 80% of students’ needs are met at Tier 1, high-quality instruction is essential. Features of high-quality, research-based instruction include (Chard et al., 2008):

- **Standards-Based Curriculum:** a curriculum based upon the state standards adopted in Florida
- **Systematic Explicit Instruction:** Skills are taught from less to more complex using direct, clear and concise instructional language.
- **Differentiated Instruction:** Students have different levels of background knowledge and school readiness; differentiated instruction engages each student in active learning according to his/her needs. The content of instruction, delivery of instruction, and targeted level of instruction can be differentiated.
- **Flexible Grouping:** A combination of whole group, small group, and individual instruction allows teachers to create fluid groups that meet the needs of all students.
- **Active Student Engagement:** Ensuring all students are actively involved during instruction and are not passive recipients; this can be accomplished with high rates of opportunities to respond, ample time to practice skills, and prompt corrective feedback.
- **Classroom Behavior Strategies:** Proactively and explicitly teaching the expected behaviors and routines, frequent use of reinforcement and praise (4:1 positive to negative feedback loop), quick and efficient transition times, and consistent instructional response to misbehavior.

MTSS also includes a behavioral framework. Research shows that incorporating Positive Behavioral Intervention Support (PBIS) as a systematic Tier 1 instructional approach results in the greatest positive impact on improving student behavior and decreasing discipline incidents in our schools. PBIS emphasizes explicit teaching of expected behaviors and emotional literacy skills to all students. Promoting and recognizing positive or expected behaviors exhibited by our students, along with explicit teaching, decreases problem behavior and allows for maximizing instructional time in our schools.



Important Tier 2 Considerations

Tier 2 involves more focused, targeted instruction/intervention and supplemental support in addition to and aligned with the core academic and behavior curriculum and instruction. Approximately 10-20% percent of students typically need targeted supplemental interventions in addition to the core program (Tier 1). Students receiving Tier 2 instruction have some risk for academic and behavior failure and interventions are delivered in small groups, and progress monitoring data is collected. *If a student with an IEP is not making sufficient progress with the current plan, an IEP review meeting should be scheduled to discuss modifications to the student's IEP.*

Myth: MTSS slows down the referral process and delays services and help for students. With MTSS, students can no longer get help through special education.



Truth: The “referral process” no longer exists. An MTSS is intended to help students receive the level of supports needed to ensure academic and behavioral success. If an MTSS is implemented as intended as a schoolwide system, assessment data on each student is available at all times. These data are used to improve the effectiveness of the students’ instruction/interventions and supports AND can be used as a required part of the evaluation procedures if the evaluation procedures for exceptional student education (ESE) are initiated. Through progress monitoring, teams can determine the level of supports needed, including those students who demonstrate a need for ESE services. Even if a child is receiving ESE services, the problem-solving process continues to ensure the individualized ESE services are working for the student. An MTSS is intended to help students receive the level of supports needed to ensure academic and behavioral success, regardless of whether the student is identified as a student with a disability or not. An MTSS is not a way to delay services but instead a system to help students at the earliest sign of need, and monitor progress to ensure that the supports are effective to meet student needs.

Part VIII: Attachments

Five (5) Attachment A Documents

- Annual Statement of Financial Interest
- Debarment Certification
- City of Waterbury Disclosure of Outstanding Obligations
- Corporate Resolution
- LLC Resolution

One (1) Attachment B Document

- Sample Contract

One (1) Attachment C Document

- Addendum/Certification/Notice of Acceptance

One (1) Attachment D Document

- Insurance Requirements

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)

Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

=====

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Branching Minds, Inc.

(Name of Company, if applicable)

~~XXXXXXXXXX~~ ^{AM} *David Magier*
Signature of Individual (or Authorized Signatory)

^{AM} ~~09/17/22~~ 09/21/2022
Date

David Magier

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Branching Minds, Inc.
157 Columbus Avenue 4th FL
New York, NY 10023

Print Name and Title of Authorized Representative:

David Magier, Chief Operating Officer

Signature of Authorized Representative:

David Magier

~~XXXXXX~~ *Magier* AM

Date: 9/17/22 AM 09/21/2022

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Texas

SS.: _____

County of Dallas

David Magier, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Chief Operating Officer of Branching Minds, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

 The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None	None	None	None	None
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None	None	None	None	None
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 None	None	None
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	Maya Gat	Chief Executive Officer	6/25/1980	
2	David Magier	Chief Operating Officer	2/9/1980	
3	Eva Dundas	Chief Product Officer	3/13/1985	
4	Yonatan Doron	Chief Strategic Partnerships Officer	10/4/1982	

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None	None	None	None	None
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None	None	None
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

 Witness

 Name of Partnership/Business

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)

My Commission Expires: _____

For Corporation

Ariel Murchison
Witness

David Magier

Name of Corporate Signatory

157 Columbus Avenue 4th FL New York, NY 10023

Address of Business

Affix
Corporate
Seal

By: David Magier

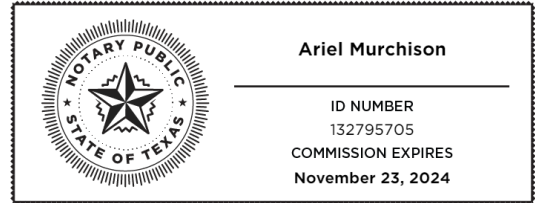
Name of Authorized Corporate Officer

Its: _____
Chief Operating Officer

Title

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Texas)
) SS
County of Dallas)



David Magier being duly sworn,
deposes and says that he/she is Chief Operating Officer of Branching Minds, Inc. and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 21st day of September 2022.

Ariel Murchison
(Notary Public)
My Commission Expires: 11/23/2024

Notarized online using audio-video communication

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1	<u>9.13.22</u>	4	_____
2	_____	5	_____
3	_____	6	_____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

46-3275236
Social Security Number
or Federal Identification Number

Branching Minds, Inc.
a Delaware Corporation

Signature of Individual or Corporate Name
~~XXXXXXXXXX~~ *David Magier* AM

Corporate Officer
(if applicable) *David Magier*

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name David Magier
By: Chief Operating Officer
(Title)
Business Address: 157 Columbus Avenue 4th FL New York, NY 10023
(City, State, Zip Code)

Phone: 646-450-5174
Email: david@branchingminds.com
Date: ~~9/17/22~~ 09/21/2022

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.



BRANCHING
MINDS

1

REQUEST FOR PROPOSAL #7375 BY THE CITY OF WATERBURY DEPARTMENT OF EDUCATION:

MULTI-TIERED SYSTEM OF SUPPORTS BEHAVIOR FRAMEWORK AND PROFESSIONAL DEVELOPMENT

Submitted to the City of Waterbury Department of Education

Due
Deliver to:

September 23, 2022 at 10:30 A.M. EST

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street Room 103
Waterbury, CT 06702

Branching Minds, Inc.
157 Columbus Ave, 5th Floor
New York, NY 10023
www.BranchingMinds.com
Phone: 646-450-5174
Fax: 267-590-1318

Primary Contact: David Magier
Email: David@BranchingMinds.com
Phone: 646-450-5174
Authorized Signature:

Part I: Cover Page

Dear Mr. McCaffery:

Branching Minds (referred to throughout the proposal as “BRM”) is pleased to submit this proposal in response to The City of Waterbury DOE request for a Multi-Tiered System of Supports, Behavior Framework and Professional Learning. We believe that BRM is the only MTSS partner designed to enable school systems to achieve high-fidelity MTSS. As you read through this proposal, we are confident you will agree that BRM is the most comprehensive support services and data system for educators, saving them time and effort while improving student outcomes.

As a company, we understand how hard it is for teachers to have all of the insight and guidance they require to understand each student's needs, support the whole learner, create targeted intervention plans, and then implement and document those plans. We also know how challenging and time-consuming it is for school systems to coordinate all the moving parts of effective MTSS; it's a team effort that requires daily communication, collaboration, and data sharing. But it is our core belief that by applying advancements in the learning sciences, academic research, and technology through solutions like Branching Minds, we can help teachers like me and all other educators honor all of their students across the many dimensions that impact learning. The BRM team now includes veteran educators and administrators, learning scientists, and academic experts and is advised by researchers in RTI, MTSS, and academic experts in SEL and behavior, literacy, math, and ELL intervention. More significantly, BRM is now working with hundreds of schools and districts, serving over 1,000,000 students and 45,000 educators to streamline and scaffold tiered support, so that personalization is quick and efficient and outcomes improve for all students.

Because MTSS is a system-level practice intended to support all students in fluid and evolving ways, BRM works with schools and districts at a systems level. Our partnership includes a suite of professional learning and system-level support services that help our partners achieve high-fidelity MTSS. Additionally, Branching Minds has developed a data & intervention management platform that scaffolds and guides teachers to implement best practices. This includes annual assessments of the health of each school's MTSS practice and recommendations for improvement, teacher mindset surveys, materials, and meeting guides for the creation of an MTSS handbook. While this request for Proposals does not include an MTSS Management System portion, we have included information about this solution in an appendix. Our solution has won awards for its innovation, ease of use, and effectiveness in guiding educator practice. We are making it increasingly possible for teachers to support their students in equitable ways, resulting in students meeting academic and behavioral goals more quickly, and demonstrating stronger outcomes on nationally normed assessments. As a partner, we will work every day to ensure that the teachers at The City of Waterbury DOE are happy, the MTSS fidelity high, and student outcomes always improving.

Again, we sincerely appreciate your consideration for this opportunity.



Maya Gat, Co-Founder & CEO

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Part II: Prosper Information

A. Firm Name: Branching Minds, Inc.

B. Permanent Main Office Address: 157 Columbus Avenue, 4th FL, New York, NY 10023

C. Date Firm Organized: 2013

D. Legal Form of Ownership: Branching Minds, Inc. is an independently owned, Delaware Benefit corporation. Branching Minds, Inc. is majority-owned by its employees and founders. Branching Minds, Inc. has been independently owned (with majority ownership consisting of its employees and founders) since its inception in 2013.

E. How many years have you been engaged in services you provide under your present name? 2013-present

F. Names, titles, reporting relationships, and background and expertise of the principal members of your organization, including officers:

A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

The BRM team is composed of former educators, school and district administrators, learning scientists, and technologists. Key team members assigned to The City of Waterbury DOE have significant experience implementing and working with major school districts across the country, from small rural districts to large urban districts.

Leadership Team: Responsible for steering the vision and driving commitment to our mission, the executive team is focused on bridging research into practice so that effective MTSS is achievable and sustainable for schools.

Dr. Eva Dundas is the Chief Learning Officer of Branching Minds, where she pursues her mission to bridge the gap between the science of learning and education practice. At Branching Minds, she develops ways in which teachers can use technology to bring evidence-based strategies and practice into the real classroom. Dr. Dundas is widely recognized as a visionary in the fields of developmental cognitive psychology and education technology. Dr. Dundas has a Ph.D. in Developmental and Cognitive Psychology from Carnegie Mellon University. Dr. Dundas also has an M.Ed. in Mind, Brain, and Education from Harvard University; and a B.S. in Neuroscience from the University of Pittsburgh.

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young children ages 2-3 and students in grades 2-4 in New York City. She has also tutored students with a broad range of learning needs, from kindergarteners to college students. Ms. Gat received her M.S. in Childhood and Early Childhood Education from Sarah Lawrence College. She also holds a B.A. in Urban Studies and Fine Arts from the University of Pennsylvania.

Dr. Essie Sutton

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Relationship Management Team: Responsible for driving the implementation and continued return on investment for The City of Waterbury DOE. Responsibilities will include regular, scheduled reviews with The City of Waterbury DOE staff and analytics monitoring to ensure that the partnership is a success in all facets.

Mark Ediger is a Director of District Partnerships at Branching Minds. He works closely with district partners to ensure smooth onboarding for the Branching Minds platform and that every engagement is a positive one. Prior to Branching Minds, Mark was a Special Education teacher for eight years in the Kansas City area. During those eight years, Mark taught a Resource Communication Arts class at the middle school level and a Behavior Skills Program at the high school level. Mark currently holds an undergraduate degree in Social Work.

Claire Wasserman is a Customer Success Manager at Branching Minds. Her work focuses on developing relationships with our district partners to help them reach their MTSS goals and impact student outcomes. Prior to joining Branching Minds, Claire spent a decade working on early literacy-focused initiatives in the international development and non-profit sectors. She most recently worked as a Senior Program Manager at a New York City-based literacy nonprofit where, in addition to training and coaching instructors, she oversaw the development of the organization's data and professional learning platform. Claire holds a dual MS.Ed from the University of Pennsylvania in Reading/Writing/Literacy and International Educational Development.

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Karen Castle is a Professional Services Executive Director at Branching Minds, where she leads professional development training and services efforts. Karen has led a group of over 120 consultants and full-time staff to assist in creating and delivering professional learning experiences for teachers, principals, and other school leaders across the country to improve teaching and learning. Prior to her work in the EdTech space, Karen served as curriculum director, principal, and teacher in the North Texas area for 23 years. Karen holds a BA from Texas Wesleyan University, an M.Ed. from the U. of North Texas, and a Superintendent's Certification from the U. of Texas.

Michele James is a member of the Branching Minds professional learning team and contributes as both a coach and a content provider. She has worked in the field of education for over 25 years as a teacher, instructional coach, principal, and curriculum supervisor. Michele earned her BS in Finance from Lehigh University, her M.Ed. from East Stroudsburg University, and her principal certification from Edinboro University of PA. She most enjoys coaching students and adults in strategies and practices that help them achieve their goals.

Brittany Shurley is the Branching Minds Instructional Design Manager developing content for professional learning opportunities and also serving as a coach for district level strategic planning. Brittany has served as a classroom teacher, coach, learning disability specialist, school-based administrator and district director under Student Services where under her leadership all schools within the district met criteria for Florida PBIS Model Schools. Brittany holds a BA in History and Secondary Education, a M.Ed. in Educational Leadership and Special Education, as well as certification in Special Education, ESOL, and Reading; Restorative Strategies National Endorsement and Youth Mental Health First Aide Trainer Certification.

Part III: Experience, Expertise, and Capabilities

A. Philosophy Statement and Business Focus

A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

BRM is deeply committed to helping school districts achieve effective RTI/MTSS practice, both on-platform and off. In addition to the online platform that streamlines and personalizes the practice from end to end, our partnership includes an audit of the health of a school system's RTI/MTSS practice, yearly teacher mindset surveys, RTI/MTSS Handbook materials, and meeting guides, as well as real-time implementation reports. BRM is not only utilized by classroom teachers, but also by special educators, intervention teams, and school and district administrators. BRM is currently used as an RTI/MTSS management system serving over 1,000,000 students and 45,000 educators and administrators, across the country, including the following partners: Evanston-Skokie 65 (IL), Hempstead UFSD (NY), Lakota Local (OH), Bedford City (OH), Princeton City (OH), NWOESC (OH), and Frisco ISD (TX).

B. Summary of Relevant Experience

A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

North Bellmore UFSD (NY): Janet Pollit, Assistant Superintendent of C&I

Phone: (516) 992-3000 ext. 3002 | **Email:** jpollitt@northbellmoreschools.org

Scope of PD: North Bellmore UFSD received required professional development for the BRM platform and received professional development for screening students for social emotional need. They also receive coaching sessions for support staff. North Bellmore has been a partner of BRM for three years. It was completed within the original contract timeframe and budget. They also continue to purchase needed professional development as needed.

Value of Contract: \$21,148.80

Hempstead UFSD (NY): Catherine Cueva, Director of MTSS

Phone: (516) 444-4000 ext. 4042 | **Email:** ccueva@hempsteadschools.org

Scope of PD: Hempstead UFSD is receiving MTSS foundations and infrastructure coaching to help develop understanding of MTSS and building a framework for MTSS; which will include a MTSS Handbook. They continue to receive coaching and professional development for the BRM platform and understanding of their infrastructural health. They became a partner of BRM in 2022.

Value of Contract: \$165,747.00

Hauppauge Public Schools (NY): Tim McCarthy, Director of Bilingual/ESL

Phone: (631) 265-3630 | **Email:** mccarthyt@hauppauge.k12.ny.us

Scope of PD: Hauppauge Public Schools received required professional development for the BRM platform and received professional development for screening students for social emotional need. They also receive coaching sessions for support staff. North Bellmore has been a partner of BRM for 3 years. It was completed within the original contract timeframe and budget. This year they will be receiving coaching focused on developing their infrastructure and framework around MTSS. They also continue to purchase needed professional development as needed.

Value of Contract: \$37,702.00

C. Personnel Listing

A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

The BRM team is composed of former educators, school and district administrators, learning scientists, and technologists. Key team members assigned to The City of Waterbury DOE have significant experience implementing and working with major school districts across the country, from small rural districts to large urban districts.

Leadership Team: Responsible for steering the vision and driving commitment to our mission, the executive team is focused on bridging research into practice so that effective MTSS is achievable and sustainable for schools.

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D. Conflict of Interest

Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

Branching Minds doesn't have business, financial, or other types of relationships that will pose a conflict of interest.

Part IV: Statement of Qualifications

General information regarding your business.

Branching Minds (BRM) is a Public Benefit C Corporation with 51 employees and was established in 2013 by Maya Gat, a 17-year veteran of teaching, and David Magier, an attorney and entrepreneur, with nearly ten years of experience working in the technology and legal industries. The BRM team now includes 51 employees, including veteran educators, a developmental cognitive psychologist who trained at Harvard and Carnegie Mellon, and the former executive director of professional services for Amplify Education. The team is advised by researchers from the RTI Action Network and other leading academic experts in math intervention, English language learning acquisition, educational research, and teacher performance. BRM is proud to have a number of strong partnerships, including Harmony SEL, Aperture Education, the University of Oregon's Center on Teaching and Learning, and Renaissance Learning. BRM's work is supported by approximately \$4 million in capital from private investors (including Kaplan Ventures) and philanthropic foundations (e.g., The Oak Foundation, New Profit, and New School Venture Fund).

BRM is deeply committed to helping school districts achieve effective RTI/MTSS practice, both on-platform and off. In addition to the online platform that streamlines and personalizes the practice from end to end, our partnership includes an audit of the health of a school system's RTI/MTSS practice, yearly teacher mindset surveys, RTI/MTSS Handbook materials, and meeting guides, as well as real-time implementation reports. BRM is not only utilized by classroom teachers, but also by special educators, intervention teams, and school and district administrators. BRM is currently used as an RTI/MTSS management system serving over 1,000,000 students and 45,000 educators and administrators, across the country, including the following partners: Evanston-Skokie 65 (IL), Buckeye Local (OH), Lakota Local (OH), Bedford City (OH), Princeton City (OH), NWOESC (OH), and Frisco ISD (TX).

Branching Minds Cares about Equity at Every Level:

As a teacher-founded and educator-led company, BRM is a mission-driven organization committed to being a positive force in the education community. BRM has been certified by the nonprofit B Lab to meet rigorous standards of social and environmental performance, accountability, and transparency. In order to earn B Corporation certification, BRM completed a comprehensive assessment process established by B Lab. The assessment included candid disclosure of information relating to BRM's operations, hiring and promotion procedures, environmental

management practices, and governance. There are over 1,300 Certified B Corps around the globe, including Ben & Jerry's and Patagonia. BRM is proud to join them in redefining success in business so that one day everyone uses business as a force for good.

An Intro to the BRM Team Supporting The City of Waterbury DOE:

The BRM team is composed of former educators, school and district administrators, learning scientists, and technologists. Key team members assigned to The City of Waterbury DOE have significant experience implementing and working with major school districts across the country, from small rural districts to large urban districts.

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References - 3 required (from different LEA's):

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Hempstead UFSD (NY): Catherine Cueva, Director of MTSS
Phone: (516) 444-4000 ext. 4042 | **Email:** ccueva@hempsteadschools.org

Hauppauge Public Schools (NY): Tim McCarthy, Director of Bilingual/ESL
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Brief description of the impact of your organization on:

- **Staff**

Branching Minds' mission is to empower all educators to effectively, efficiently, and equitably support their students' holistic needs, thereby creating a path to academic and personal success for every learner. We understand that achieving system-level change will never hinge on a technology solution alone. Therefore, we pursue our mission by enabling schools and districts to strengthen the infrastructure of their intervention system through a variety of professional services that guide educators through the daily best practices required to make a high-fidelity MTSS practice effective and sustainable.

Branching Minds guides administrators and educators through all of the various aspects of an effective MTSS practice, leveraging all of the best practices—either through support services or an online platform—to make them actually **practicable**.

Our approach helps streamline the work so it can be done efficiently while developing teacher capacity so it can be done equitably and effectively.

- **Student achievement**

BRM will be entering its 6th full year of partnering with school districts through a blend of comprehensive professional services and software and has driven strong results. Our ability to improve the intervention system at the school and student level has been demonstrated in several key ways:

1. **BRM promotes positive social, emotional, behavior, and academic outcomes**

Students supported on Branching Minds made statistically significant gains in reading (an average increase of 5 percentile points) over similar students not supported on Branching Minds (an average decrease of .3 percentile points). Students supported on Branching Minds also made statistically significant gains in mathematics (an average increase of 9.3 percentile points) over similar students not supported on Branching Minds (an average increase of 3.7 percentile points). The results of this study were presented at the 2018 annual conference of the American Education Research Association and are available to share in a white paper.

2. **BRM improves the efficiency of problem-solving meetings.**

During the 2017-18 school year, WestEd, a highly-respected, independent research organization, completed an evaluation of Branching Minds' impact on MTSS meetings across all district partners. They reported that using BRM to support MTSS improved problem-solving meetings' efficiency by decreasing the time teachers spend preparing and by better focusing the conversation. They also reported that BRM improved the quality of intervention meetings by helping teachers use data to drive the discussion and promote a positive, problem-solving climate.

3. **School leaders report improved quality and consistency.**

Across all district partners, 91% of school leaders report that BRM has increased the consistency of their intervention practice, and 96% report that BRM has improved the quality of their intervention meetings.

4. **Academic gains at San Antonio ISD.**

Throughout our partnership, San Antonio ISD has gone from a D to a B rating from the Texas Education Agency, with the Commissioner remarking that in 2019 the district made the most gains in student achievement of any large district in Texas. The district has also made significant progress in reducing the racial achievement gap. The mean discrepancy in reading performance between Caucasian and African American students fell from 5 to 2 percentile points.

5. **Reduced suspensions and literacy gains at Waco ISD.**

Throughout our partnership, Waco ISD reported that as a result of using BRM, the overall suspension rate for the district fell, with a 60% reduction in suspensions across all elementary schools. Additionally, they have seen phenomenal growth in literacy scores, with the average low-performing student gaining 11.28 percentile points on the NWEA MAP assessment over the course of the Fall 2019 semester.

Part V: Work Plan

History of service delivery

- Describe your organization's history of providing like services to school districts, and working with LEAs.

Branching Minds has supported districts with building an effective MTSS infrastructure and sound educator practice with and without the Branching Minds platform. Over the last four years, we have partnered with School District (NY), Hempstead (NY), Chicago Public Schools (IL), Sydney City Schools (OH), East St. Louis School District (IL), Hauppauge Union Free, and Okeechobee County Schools (FL). Additionally, school districts in Texas, such as Arlington ISD, Conroe ISD, and San Antonio ISD partnered with us to create, develop, and refine the various support services provided by their district into an effective Multi-Tiered System of Supports. We have recently begun partnerships in similar development with Charlotte Mecklenburg Schools, NC. These districts engaged in year-long coaching with BRM to establish the vision, goals, protocols and resources, communication, and sustainability plans needed to fully engage staff in supporting all students in their system. Each district produced dynamic documentation that clearly conveyed expectations, and aspirations and made that available to all educators. Educators received "job-specific" professional development to fully understand their roles, responsibilities, and activities required to significantly impact student growth through MTSS practice.

Service Monitoring

- Describe how your organization monitors and evaluates progress.

Branching Minds will work collaboratively with The City of Waterbury DOE leadership to develop and monitor yearly goals for developing and implementing all components of the MTSS Plan. In year 1, Branching Minds will monitor and report progress on a monthly basis and will include key MTSS stakeholders in the district. Reports will include participant survey results, document evaluation reports, and organizational change metrics such as the equitable creation and implementation of student support plans, problem-solving meeting schedules, agendas, and attendance. Year 2 (monthly) and 3 (3 times per year) progress will begin to include tier movement reports, student assessment results, and educator growth metrics. Implementation will be analyzed at the school level and district level.

Implementation Metrics: Growth goals in each component of MTSS will be determined by The City of Waterbury DOE leadership team. The following tools and activities will help us determine the impact on educator practice, educator agency and well-being, and student achievement and well-being. The results of the metrics will be communicated to all stakeholders.

- Yearly MTSS/Roots Report Analysis
- School Improvement Plans Review
- Student Support and Problem-Solving Meetings and Support Plans Generated
- Plan Implementation Rate
- Student Goal Attainment
- Tier Movement Reports

- Student Gains
- Staff and Student/Parent Surveys

Scope of Services (Feb. 2023 - Dec. 2024)

1. Identify and organize current components for an effective MTSS framework for behavior.

As a systems-level partner, BRM will help the Waterbury Department of Education with its system-level MTSS needs. BRM will: audit the health of their MTSS practice yearly through our Roots Report to help assess and address Teacher Mindset shifts to evolve the work; develop and monitor implementation plans and goals, and evaluate and support progress through both analytics and coaching; and optionally, implement a web-based platform that helps teachers achieve all of the daily work required to collaborate, communicate, create and monitor differentiated plans for individuals and groups of students across behavior, and SEL. With this approach, we have demonstrated our ability to help all educators (teachers, teacher-leaders, principals, learning community, and central office staff) achieve better outcomes for their students, but to do so with more clarity and efficiency.

Interconnected Systems Framework Rubric Needs Assessment *See Addendum B for sample: This self-assessment rubric allows school teams to examine the framework of their interconnected system (academics, SEL, and behavior) to determine implementation fidelity, document effectiveness, and identify strengths and weaknesses for action planning. Combining the best-researched fidelity rubrics from the Center for PBIS and the CASEL Framework, the ISF Rubric is intended to guide both initial and sustained implementation of an Interconnected Systems Framework incorporating social-emotional wellness and behavioral supports to improve student outcomes. The ISF ensures that your system is working to meet each of the components of an effective system:

1. Steering Committee Representative of all Stakeholders (including families and students)
2. Faculty Commitment and Support
3. Establishment of Expectations
4. Lesson Plans for Teaching Social-Emotional Skills
5. Effective Reinforcement and Recognition System
6. Effective Discipline Process and Procedures
7. Implementation/Adoption Plan
8. Aligned Classroom Supports
9. Expanded Data Data Entry and Analysis
10. Evaluation and Progress Monitoring of Supports and Plans

Infrastructure Alignment Support (MTSS Handbook and Guides) *See Addendum C for Sample District Handbook Excerpt:

Improving system-level infrastructure is a critical step to enhancing best practices across any school district's MTSS practice. The BRM Infrastructure Alignment work helps district leaders update their communication documents so that all staff understands the philosophies, practices, and protocols undergirding MTSS and the Interconnected Systems Framework to include Social-emotional Wellness and Behavior. As part of any partnership, BRM provides a scaffolded MTSS handbook template that highlights all district decision points within an effective MTSS practice—guided by best practice recommendations to enhance and promote academics, social-emotional wellness, and behavioral outcomes. This handbook template can be used to either create a Waterbury Department of Education MTSS handbook or to revise/update an existing MTSS handbook. Guides that are routinely developed establish a year-long view of relevant MTSS work, Student Support Meeting Guides, and agendas, Common Language Glossaries, etc. The BRM team will also provide an Infrastructure Coaching Series to help guide district leadership teams through this infrastructural alignment work.

Branching Minds will also help you to review your whole systems approach with a lens on academics, social-emotional wellness, and behavioral health.

Roots Report and Mobilization Guide: To help district partners understand and evaluate intervention practice at each school, BRM has created the Roots Report, which examines the seven critical components of effective intervention systems: leadership, screening for at-risk students, primary instruction/core curriculum (academic and SEL), intervention planning, intervention implementation, intervention progress monitoring, systems and infrastructure, and meeting quality. The 20-minute survey is completed by one representative from each school. BRM then analyzes and compiles the results into a report outlining a quantitative score for each area and a growth plan with actionable recommendations for improvement. The report's findings are then shared and discussed with a representative from the district and provided to school leaders for professional learning consideration. The survey and report are completed each year of the partnership so that schools can see growth over time and adjust target goals for improvement.

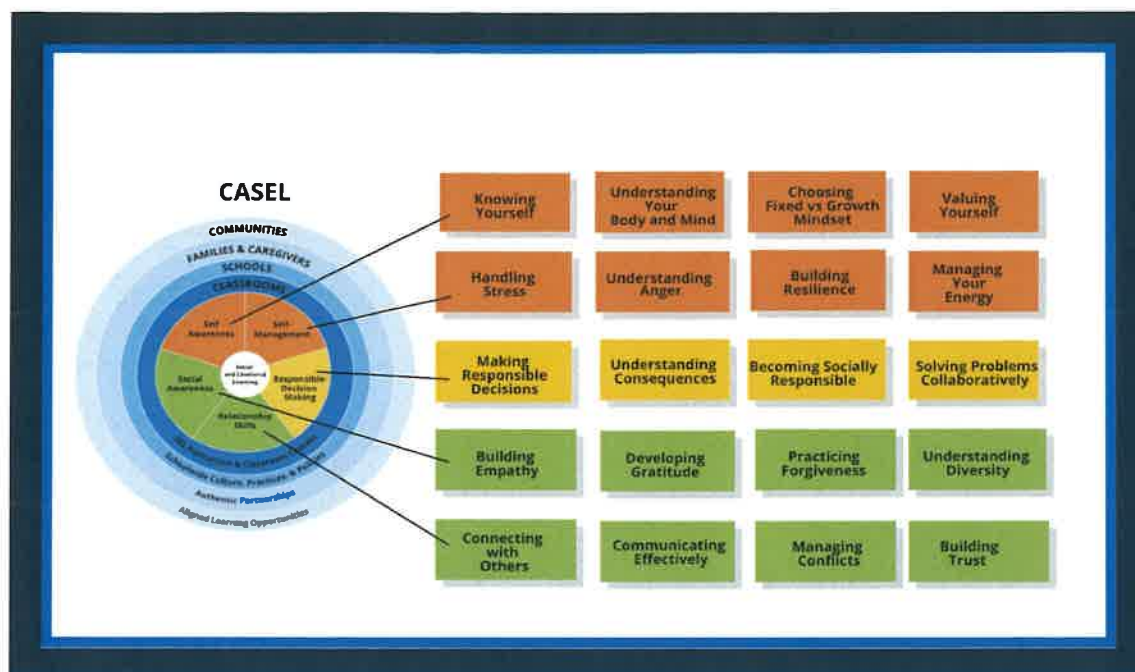
Teacher Mindset Surveys: To help administrators understand the collective mindset of teachers' beliefs and perceptions of MTSS at their district/school, BRM provides a survey that can be administered at the start of the partnership and the end of each year. The survey is intended to help uncover issues related to staff believing in the value of using data to drive decision-making, their confidence in their abilities to support struggling students, and their growth mindset regarding all students' abilities. To ensure that teachers are comfortable answering the questions, BRM does not share individual responses but provides a summary of the findings. Dr. Eva Dundas, Chief Learning Officer at Branching Minds, reviews each survey and prepares the reports.

2. Enhance the district's Portrait of a Graduate.

Branching Minds will work closely with Waterbury Department of Education to align all initiatives, including the Portrait of a Graduate within the MTSS Interconnected Systems Framework.

Schools, staff, students, and families can easily identify how the CASEL-5 aligns directly with the Portrait of a Graduate and are supported by the district and campus level social-emotional and behavioral skills and expectations through a written framework. Within this framework, students will gain the knowledge and skills to work and generalize in many environments including the classroom, school environment, with families and caregivers, and within their community.

Portrait of a Graduate	Goal Student Outcomes	CASEL-5 Alignment
Socially & Emotionally Intelligent	Respect the differences in people and their ideas and culture	Social-Awareness
Grit	Sustain interest in and put effort toward short and long term goals despite obstacles	Self-Management
Growth Mindset	Work through challenges showing perseverance, resilience, and self-advocacy	Self-Awareness
Problem Solver	Generate and recognize original ideas, alternatives, and make connections	Self-awareness Responsible Decision Making Relationship Skills
Communicator	Speak and write effectively to communicate ideas	
Collaborator	Work Cooperatively with other to accomplish goals and tasks	
Life-long Learner	Understand, appreciate, and model a life long love of learning	Self-Awareness Social Awareness Relationship Skills
Knowledgeable	Prepared with the knowledge and skills necessary for life beyond high school.	



3. Include evidenced-based and tiered interventions for all students, supplemental to the core curricula.

Branching Minds supports districts in selecting and implementing evidence-based interventions at all levels of instruction; Tier 1, Tier 2, and Tier 3. BRM helps educators select evidence-based learning supports including access to our library of hundreds of evidence-based interventions and accommodations, curated to both support supplement core instruction and targeted to match individual and groups of students' social-emotional, behavioral and academic needs.

Branching Minds Professional Services will provide coaching around evidence-based practices that can be implemented immediately including

- Positive Behavior Protocol
- Differentiation Strategies
- Flexible Grouping
- A Communication Plan for Students and Families
- Classroom Routines

Branching Minds uses an Interconnected Systems Approach to behavioral and social-emotional learning that begins with a PBIS within an MTSS to support students behavioral and social-emotional health and well-being.

PBIS is the only approach for supporting student behavior that is called for by the Individuals with Disabilities Education Act (IDEA, 2004: 20 U.S.C. § 1400 (2004)). This federal law urges schools to implement PBIS as a whole-school approach, as well as with individual students who have challenging behavior. Positive Behavioral

Interventions and Supports (PBIS) is an evidence-based, three-tiered framework for supporting students' behavioral, academic, social, emotional, and mental health. When implemented with fidelity, PBIS improves social-emotional competence, academic success, and school climate. Combined with a Social-emotional Learning lens, this Interconnected Systems Framework promotes teacher health and wellbeing. It is a way to create positive, predictable, equitable, and safe learning environments where everyone thrives.

4. Allow for flexibility in meeting the needs of a wide range of learners and include accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.

Branching Minds' mission is to empower all educators to effectively, efficiently, and equitably support the holistic needs of each of their students, and thereby, create a path to academic and personal success for every learner. We understand that achieving system-level change will never hinge on just a new program or a technology solution alone. Therefore, we pursue our mission by enabling schools and school districts to strengthen the infrastructure of their intervention system through a variety of professional services. Schools also benefit from using technology to support educator efforts and building infrastructure includes exploring how practice may be combined with a technology that guides educators through the daily best practices required to make a high-fidelity MTSS practice not only possible but also sustainable and impactful.

During our **Infrastructure Alignment Support and Coaching**, we will invite stakeholders from the Special Education and Language Learners Departments to build the written framework and decision rules for selecting and implementing instruction and intervention tools so that they can verify who and how the interventions will support learners.

Branching Minds maintains a flexible approach to selecting interventions. Our robust library with hundreds of tools and strategies aligned to ESSA levels of evidence for success with diverse populations positions us to be valuable thought partners in selecting and implementing a variety of intervention tools.

5. Include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion, and people with disabilities.

At Branching Minds, we believe that everyone deserves the opportunity to learn and grow. We value every voice and contribution as critical to our collective success, and we actively seek out the voices of those too often underrepresented or unrecognized. This core value is woven through all of our professional learning and onboarding, ensuring that our team of professionals can help you build awareness around choosing culturally relevant and responsible instruction and intervention practices and materials.

Branching Minds offers a variety of mini-coaching sessions to ensure the strategies and mindset around teaching and learning neutralize bias and incorporate techniques that promote an understanding and connection to diverse cultures, genders, ages, religions, and disability statuses.

Below are three professional learning opportunities that will support Waterbury in developing a culturally responsive mindset for instruction and intervention. Branching Minds will work collaboratively with the school and/or district teams to ensure learning materials and sessions are aligned to support your specific equity goals.

- Using a Trauma-Informed Lens
- Awareness of Implicit Bias
- Selecting and Implementing Responsive Strategies

6. Assist with creating a culture of trust and engagement.

Branching Minds promotes the tenets of MTSS that strengthen transparency, trust, and engagement. Successfully developing a framework for collaborative, interdepartmental communication is a fundamental building block to establishing a climate where staff and students feel safe and supported to teach and learn.

At the heart of our mission is a core set of shared values that serve to ground and enliven our **collective identity** and **strengthen our commitment** to our mission as educational leaders. The foundation of success for our students and our school system is rooted in our core values, and these values define the *Branching Minds Way*.

- **Every Child** - We put students at the heart of everything we do.
- **Collective Greatness** - We, as a community, leverage our strengths to reach challenging goals.
- **Collaborative Spirit** - We believe in each other and find joy in our work.
- **Limitless Curiosity** - We never stop learning and growing.
- **Moral Compass** - We are guided by strong character, ethics, and integrity.

We are guided by the following principles to assist schools in creating a culture of trust and engagement:

1. **MTSS is about the success of ALL students.**
2. **Within MTSS, Leadership is vital.**
3. **Educators are respected as diverse lifelong learners**
4. **Scientific, research-based core instruction and intervention are the foundation for success.**

The interventions and supports found within an Interconnected Systems Framework of MTSS foster relationship building by helping both teachers and students to focus on positive interactions academically, socially, emotionally, and behaviorally.

Incorporating positive behavioral supports combined with a social-emotional wellness lens within an MTSS helps improve social and emotional skills and improves classroom engagement. This interconnected systems approach encourages school staff to incorporate equitable disciplinary practices and increased social-emotional support, which facilitates a positive school climate impacting staff and student trust and engagement in school and learning.

7. Provide a structure that promotes developmentally appropriate strategies to help staff and students be able best access and utilize techniques to regulate their own emotions, manage their behaviors, and improve the climate/culture of the school environment.

Branching Minds' Professional Learning on Social-emotional Wellness takes a Developmental Lens: Aligned with CASEL, combining a development lens with our SEL approach, Branching Minds focuses on creating vertical alignment and age-appropriate development of the CASEL 5 competencies. We understand and value how students utilize their social-emotional skills and tools, varies vastly by developmental age and experience.

Branching Minds' Professional Learning helps give teachers the tools to identify what's different by development age: Aligned to the Connecticut Kindergarten through Grade 3 Subject Area Connections for Social, Emotional, and Intellectual Habits, Branching Minds helps school teams identify how the CASEL Competencies related to developmentally appropriate tasks. For example, a preschool student that takes others' toys may need SEL instruction that focuses on sharing, turn-taking, etc. Whereas a classmate at the high school level that takes others' items may need more complex support, including developmentally appropriate SEL strategies. Support and intervention are also informed by the student's past experiences and personality traits in Relationship Skills and Personal Decision Making.

Branching Minds' Professional Learning helps give teachers the tools to identify what's the same across development ages: Aligned to the CASEL Competencies, Branching Minds' Professional Learning helps teachers understand that the competencies within the framework remain constant even though the specific skills may change or morph as people mature. These stages of development will be evident in the continuum of support developed as part of Waterbury's framework.

Branching Minds' Understands a Developmental Lens for Assessment and Instruction: Branching Minds recommends and supports the use of the Devereaux Student Strengths-based Assessment (DESSA). Where standards and frameworks for developmentally appropriate SEL competencies and skills are a component of a quality SEL framework, utilizing an assessment that helps teachers understand the student's level of skill in these developmental areas is vital. The DESSA, aligned to the CASEL-5 helps teachers easily identify students' social-emotional skill strengths and needs by utilizing developmentally appropriate scales and rubrics. Assessments like the DESSA assist teachers in designing instruction and intervention to support students' social-emotional wellness and behavioral health growth at every

developmental stage. Additionally, the DESSA is provided within the Branching Minds web application.

Branching Minds' supports Educators' Social-Emotional Health and Wellness:

Branching Minds' Professional Learning incorporates tools and strategies to help adults engage in pro-social interactions and feelings, supporting educators' social-emotional health and wellness at the core and improving outcomes for staff and students. BRM will also incorporate overt communications and strategies to be included as Educator Support within the Waterbury Interconnected Support Framework.

8. Provide staff and students the tools to better achieve their academic and behavioral goals.

A 2011 meta-analysis of 213 studies involving school-based, universal SEL programs including over 270,000 students in K-12 revealed an 11 percentile-point gain on standardized achievement tests (Durlak, Weissberg, Dymnicki, Taylor, & Schellinger, 2011). This academic increase is likely related to other health, safety, and engagement outcomes related to an MTSS with an Integrated Systems Framework, including improved self-perception, attitudes about school, positive classroom behaviors, and reductions in conduct challenges and emotional distress.

As a systems-level partner, Branching Minds will help Waterbury Department of Education define goals and related outcome metrics for the implementation of an Interconnected Systems Framework. Beginning with the needs assessment rubrics, Branching Minds will collaborate with the Waterbury District Steering Committee to integrate academics, behavioral, and social-emotional learning under one framework designed to overcome common **challenges** with implementing SEL:

- **Coherence:** Creating a unified, written framework for Waterbury's Integrated Systems Framework (ISF).
- **Communication:** Creating clear and consistent communication pathways for implementation and adoption and feedback of the ISF.
- **Connecting the Right Framework to District and School Improvement Goals (to increase buy-in and efficiency):** Create a clear and articulate understanding of an MTSS Framework and the integrated approach to academics, behavioral, and social-emotional wellness.
- **Practitioners:** Engage in quality professional learning that supports all practitioners in understanding, adopting, and implementing the key components and skills of the ISF framework.

Branching Minds will collaborate with Waterbury stakeholders in the Continuous Improvement Cycle, identifying and anticipating challenges, developing plans to adapt, executing plans, and adjusting plans as student and educator data is reviewed.

9. Encourage and guide students to develop their voices.

Branching Minds encourages student engagement and agency within an MTSS Interconnected Systems Framework. Our goal is to equip educators with the tools to

promote a deep level of connection between the students and their school community. First Branching Minds helps educators develop an awareness of student voice and engagement. Branching Minds then helps staff learn how to encourage and elicit participation that is meaningful and action-oriented.

- Begin with including student climate surveys, data sharing, and a formal process for ensuring that a significant percentage of students are engaging in climate surveys.
- Provide time and space for students to engage in sharing their strengths, challenges, and interests at the district, school, and classroom levels.
- Engage students in the formal processes for defining expectations, setting consequences, and establishing routines for delivering instruction in social-emotional skills and behavioral competencies.

Branching Minds will help Waterbury Department of Education establish criteria for including student voice within the Interconnected Systems Framework including,

- Preparing staff to hear critical student feedback
- Selecting students to represent the voice of the student population
- Creating an inviting environment (staff, space, etc.) where students feel validated, trusted, and safe.
- Setting the stage for norms that allow students to feel like equals in the problem-solving processes
- Establishing topics for discussion and consideration
- Repeating the input process at a cadence that students feel a part of the team

10. Include tools, resources, and documents in multiple languages, including but not limited to Spanish, that provide parents/guardians and others with the necessary resources to provide transparency into the framework that supports and improves student achievement and behavior management.

Branching Minds advocates for strong family and community engagement and transparency. We believe that schools and communities are partners in ensuring that our students can lead healthy, fruitful lives.

- Branching Minds learning science team and professional services team will help Waterbury Department of Education select resources that have multi-lingual options for family/home communication. This includes learning tools that will help students generalize SEL and behavioral skills used in a variety of environments and contexts.
- Branching Minds will help Waterbury Department of Education link best-practice and required state/district parent communications that are already available in multiple languages and accessibility modalities.
- Branching Minds Professional Learning Materials utilize the Accessible Education Materials (AEM) Framework in reviewing all educator materials. These can be shared and housed for community awareness, transparency, and engagement.
- Branching Minds' supports the notion that learning and wellness extend beyond the school day. This means that BRM provides Parent Universities to help families and community members learn about MTSS and social-emotional wellness with an Interconnected Systems Framework. We further support schools through a simple trainer session to promote

additional on-campus parent universities facilitated by Waterbury staff and students.

Branching Minds outlines below the scope of design, implementation, and adoption support that includes both technical and adaptive changes needed to fully operationalize a new system of protocols and practice by a variety of stakeholders. This offering is completely customizable, and we expect adjustments would be made through ongoing collaboration and planning with the Waterbury Department of Education.

Readiness Phase (First ½ Year)			
Date	Title: Description	Length	Participant
Jan/Feb	Infrastructure/Interconnected Systems Framework Foundations: Develop or Refine Vision & Develop Implementation Goals for Stakeholders and District	6 hours	BRM / District Program Leaders
Feb	MTSS Foundations and Interconnected Systems Framework for School Team Leaders: Develop a site-based understanding of MTSS/ISF to begin to assess current practices against research-based best practices for implementation. During this session, participants	3 Hours	District Leaders/ Principals
Mar - Apr	Infrastructural Alignment Workshops: Framework development for academics, behavior, and wellness. Integration of behavior and wellness initiatives, including portrait of a graduate (1-2 hrs), resource mapping (2-3 hrs), adoption planning (3-4 hrs), and communication planning(3 hrs).	12 hours	MTSS Stakeholders, Committee
Planning Phase (Year 1)			
Date	Title: Description	Length	Participant
June	MTSS Implementation Planning w Principals: The district stakeholders will share the vision for the ISF and the needs assessment data, goals, and timelines with school and district leaders. School Leaders will incorporate MTSS Practice Into School Goals and Improvement Plans	3 hours	Principals
June / Aug.	MTSS and Wellness Interconnected Systems Framework Foundations for School Teams:	6 hours	MTSS School Teams

	<ul style="list-style-type: none"> • Critical system organization to support Tier 1 • Critical system organization to support Tier 2 • Critical system organization to support Tier 3 		
Sept - Jan	<p>Tiered Strategy and Fidelity Workshops: BRM professional services can provide mini-workshops aligned to best practice and fidelity monitoring at each tier. Designed as Trainer of Trainer models, these workshops will help staff leaders turnkey professional learning for each campus. Waterbury can select based on the Needs Assessment and District plan. Unless noted, all sessions include 90-minutes of structure coaching.</p> <ul style="list-style-type: none"> • Tier 1 Strategy and Fidelity Workshops: <ul style="list-style-type: none"> ○ Secondary Framework ○ Campus PBIS & Wellness ○ Trauma Informed Lens ○ Raising Awareness around Implicit Bias ○ Predictable, Consistent, Positive, Safe Environments – Layering Social Emotional Support within a PBIS Framework ○ Student Voice and Agency within your ISF ○ Culturally Responsive Instructional Materials • Tier 2 Strategy and Fidelity Workshops: <ul style="list-style-type: none"> ○ Intervention: Check-in/Check-out ○ Intervention: Social Skills Groups for Wellness and Behavioral Health ○ Intervention: Mentoring ○ Sharing Data with the team and families ○ Intensifying Interventions and Understanding Challenging Behavior (Trauma Informed Lens) ○ Developing Campus-wide Tier 2 Teams • Tier 3 Strategy and Fidelity Workshops: <ul style="list-style-type: none"> ○ Connecting Community Agencies ○ Intense Interventions within the School Setting ○ Supporting Staff and Student Wellness (compassion fatigue) ○ Transitioning students to and from more 	up to 15 hours	Participants Determined by Needs Assessment

	restrictive environments		
Feb - Mar	February - Needs Evaluation: BRM will share teacher surveys and compile data for district stakeholders to explore Existing Needs for Staffing, Data Platform(s), Instructional Support Resources	2 hours	MTSS District Stakeholders
Ongoing Year 1	Readiness and Planning Coaching: From structured consultative meetings to hands-on-readiness coaching, BRM Professional Services offers support as you navigate unanticipated challenges. BRM will act as a thought partner and coach throughout the readiness process, including developing a strategic plan to incorporate the Interconnected Systems Framework.	Up to 15 hours	Any

Full Implementation Phase Year 2 (Feb. 2023 to Jan 2024)			
Date	Title: Description	Duration	Participants
Apr - June	MTSS and Wellness Interconnected Systems Framework Campus Teaming Implementation Planning Support: This model prepared as a Trainer of Trainers will help school teams developing educator Social-Emotional Competence and Understanding of Student SEL within an ISF	12 hours (2 day summer camp)	MTSS Teams
Sept - Dec	Tiered Fidelity Review & Tiered Instruction Walk-throughs: Facilitated by a BRM Coach onsite, teams analyze their school through a walk-through assessment component and develop areas of strength, need, and a plan for improvement.	2 hours/ school X 30 schools = 60 hours	MTSS Teams
Dec - Jan	Middle of Year (MOY) Data Dive: All School Level Teams Meet to Analyze Data and Conduct MTSS Best Practices Check (identify Tier 2 needs and best practices)	3 hours	Bldg MTSS Teams
Feb - May	Needs Evaluation: Explore Existing Needs for Staffing, Data Platform(s), Instructional Support Resources	2 hours	MTSS District Stakeholders
Sustainability Phase Year 3 (Feb. 2024 to Jan 2025)			

Date	Title: Description	Duration	Participants
Feb	<p>District Sustainability Strategy Coaching: During this coaching session, District Stakeholders will review readiness, planning, and implementation data, needs assessments, etc. to create a sustainability plan.</p> <p>Sustainability Plans focus on:</p> <ul style="list-style-type: none"> • Incorporation of ISF strategies and goals into daily activities • Identifying strategies and stakeholders for continued data review and evaluation at various levels • Developing partnerships to enhance ISF strategies and programs • Continued professional learning (annually on ISF) 	3 hours	MTSS District Stakeholders
Aug	<p>Sustain: Educator Awareness and Waterbury ISF for Academic, Social-emotional, and Behavioral Health within an MTSS Kick-off: This session, to be repeated annually or embedded within New Teacher Induction Programs captures the essence of Waterbury's ISF.</p>	60 minute asynchronous modules	All Waterbury Staff
Oct	<p>Data Session 1: All School Level Teams Meet to Analyze BOY data and walk-through Data and Conduct MTSS Best Practices Check. During the sustainability phase, walk-throughs are collected by school teams and final results are reviewed during this session facilitated by a BRM coach in order to develop site-based ownership. This session helps teams review patterns, trends, and set strategic plan goals.</p>	3 hours	MTSS District Stakeholders and MTSS Teams
Jan	<p>District Data Review: A BRM Coach meets with leadership to review data, patterns, trends, questions, etc., to monitor implementation and sustainability at a 30,000 ft. view.</p>	3 hours	MTSS District Stakeholders and School Leaders
March-May	<p>Data Reflection & Data Informed Planning: All School Level Teams Meet to Analyze ongoing data to determine the effectiveness of the ISF. Staff will identify areas of</p>	3 hours	MTSS District Stakeholders and MTSS Teams

	strength, needs, and improvement and target areas for future year's planning and implementation.		
		149 total hours	

Part VI: Cost Schedule

Branching Minds believes that MTSS is for all students and that any effective intervention system solution will provide support at Tier 1, 2, and 3 levels for students who are in general education, special education, and gifted environments. In keeping with that philosophy, Branching Minds offers a range of professional development services (described above).

Session Title	Hours	Units	Price/Unit	Total
Infrastructure/Interconnected Systems Framework Foundations	6 hours	1	\$3200	\$3,200
Infrastructural Alignment Workshops	12 hours	1	\$6200	\$6,200
MTSS Foundations and Interconnected Systems Framework for School Leaders	3 Hours	2 (AM/PM)	\$1600	\$3,200
MTSS Implementation Planning with School Leaders	3 hours	2 (AM/PM)	\$1600	\$3,200
MTSS and Wellness Interconnected Systems Framework Foundations for School Teams	6 hours	4	\$3200	\$12,800
Tiered Strategy and Fidelity Workshops, virtual	up to 15 hours			\$5250
Needs Evaluation Year 1, virtual Consultation with Prof. Services Managers	2 hours	1	\$900	\$0
Readiness and Planning School Level Coaching, virtual	up to 15 hours			\$5250

MTSS and Wellness Interconnected Systems Framework Campus Teaming Implementation Planning Support	12 hours (2 day summer camp)	3	\$5200	\$15,600
Tiered Fidelity Review & Tiered Instruction Walk-throughs	2 hours per school (3 days/4 weeks/4 Coaches)	4	\$7,400	\$29,600
Middle Of Year Data Dive, virtual	3 hours	4	\$1,200	\$4,800
Needs Evaluation, virtual Consultation with Prof. Services Managers	2 hours	1	\$900	\$0
District Sustainability Strategy Coaching, virtual	3 hours	1	\$1,200	\$1,200
Sustain: Educator Awareness and Waterbury ISF for Academic, Social-emotional, and Behavioral Health within an MTSS Kick-off	60-minute asynchronous session	1	\$0	\$0
Data Session 2, virtual	3 hours	4	\$1,200	\$4,800
Leadership Data Review, virtual	3 hours	4	\$1,200	\$4,800
Data Reflection & Data Informed Planning (con't infrastructure), virtual	2 hours	4	\$1,200	FREE
Total				\$99,900

Part VII: Appendices and Addenda

Addendum A: Branching Minds Platform

Introducing the Branching Minds Platform:

The Branching Minds platform is specifically designed to guide educators through the data-driven decision-making and plan generation process within MTSS to streamline and improve practice. The online platform leverages The City of Waterbury DOE's universal screener and benchmark assessment data to help educators identify which students need what level of support, and understand why they need support based on a collection of qualitative teacher observations across academic, cognitive, social-emotional, and behavioral skills. BRM then helps teachers find evidence-based learning supports from a library of 2,500+ evidence-based interventions and accommodations, curated to both support supplement core instruction and targeted to match individual and groups of students' needs. The platform then guides teachers to create plans scaffolded by best practices. Teachers are able to seamlessly collaborate as a team to effectively monitor and report on student progress while efficiently managing the communication and collaboration across staff and family that this work demands.

How Branching Minds Supports Teachers:

Branching Minds was designed by educators and learning scientists to make all of the best practices of effective MTSS actually **practicable**. When surveyed in January 2021, over 90% of teacher respondents found that BRM improved the efficiency of their meetings, made it easier to keep track of and document their intervention work, and believed that BRM has or will improve their ability to support struggling students. According to Valery Haskett, a teacher from Alta Vista School in Waco, Texas, "I love how quick and easy it is! Entering data takes minutes, instead of hours."

BRM supports teachers by making it faster and easier for them to:

- see their whole class or roster view of students and quickly understand which students need what level of support in what areas;
- assess and understand students' social-emotional competencies through the use of the SECA and DESSA, monitor their progress in behavior, and document any major or minor incidents in a way that promotes problem-solving;
- for individual students, access a rich student overview with one click that includes all of the work that any educator has done to support that student across their academic career in the district, inclusive of academics, behavior, and SEL;
- document their work for all of their students, log student work samples, and share their targeted observations to unpack why students may be struggling across academic, cognitive, SEL, and behavior skills at play;
- create targeted academic, behavior, and SEL plans with SMART goals, aligned

progress monitoring plans, and curated interventions matched to students' needs; and,

- create family communications, forms, and reports for an individual or multiple students at once.

How Branching Minds Supports School and District Leaders:

Administrators share all the same time savings that teachers have on Branching Minds, but they also have some additional key management and reporting functionality that has been a tremendous support in streamlining oversight and compliance work. When surveyed in January 2021, over 95% of administrator respondents found that BRM improved the efficiency of their meetings, made it easier to keep track of and document their intervention work, reduced the amount of time and energy spent compiling data reports, and believed that BRM has or will improve their ability to support struggling students.

BRM supports administrators by making it faster and easier for them to:

- apply local tiering criteria based on universal screener and benchmark data to identify which students need what tier level of support;
- access reports to monitor MTSS health and wellness within and across schools (benchmark growth report, tier movement report, tier health report, and behavior incident reports);
- see across cohorts of students and quickly understand which cohorts need what level of support in what areas;
- for individual students, access a rich student overview with one click that includes all of the work that any educator has done to support that student across their academic career in the district inclusive of academics, behavior, and SEL;
- ensure documentation of work across educators is happening on time and with fidelity (staff to-do management page, family communication report, and insight survey management page);
- review behavior incidents and reports; and
- create family communications and generate forms and reports for multiple students at once.

Addendum B: Excerpt Interconnected Systems Rubric Needs Assessment

Stakeholder and Team Establishment and Planning

Teams drive the mission, vision, and work of PBIS/SEL in the school. They are integral to supporting, progressing and sustaining the SEL competencies. Teams should have adequate and diverse representation, intentional schedules, and data driven outcomes.

On your SEL/PBIS team:

Is there diverse representation from school staff? Community and parents?

Are team members aware of their roles?

Is the team guided by a clear mission and vision?

Have all stakeholders contributed to the vision?

Is the vision clearly communicated within the team? Outside the team?

Are meetings scheduled and dated?

Decisions are made and communicated to the school community.

School Wide Systems

School-wide systems support all students and adults to develop, communicate, and maintain best practices to support positive, strength-based scaffolds for behavior and expectations.

Has your team:

Created and communicated universal expectations for desired behavior?

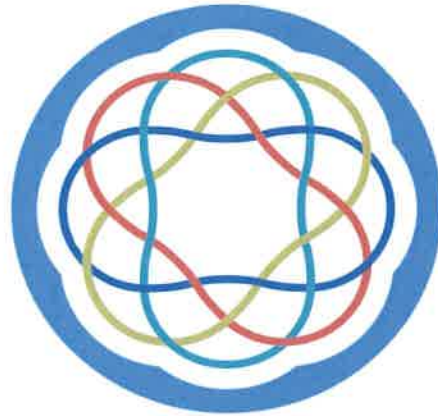
- Are these easily summarized in 3-5 short, broad-stroke expectations?
- Have multiple perspectives been considered in creating and establishing effective expectations?

Created a systemic flow to understand how to address incidents when discipline is necessary?

- Have both desired and undesired behaviors have been named?

Addendum C: Branching Minds Sample Handbook

Branching Minds Sample District Handbook



September 2022



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This is just a sample. Parts of this handbook have been omitted.

Contact Branching Minds for Additional Information.



Chapter 1: Introduction to Branching Minds' Multi-Tiered System of Supports (MTSS)



Our Mission

The mission of the Branching Mind's School District (BRMSD) is to prepare all students with the knowledge, competencies, social responsibilities, and positive self-image to be lifelong learners and contributing members of society. The Branching Mind's School District will provide programs and conditions that maximize learning success so that all students meet high-level performance standards.



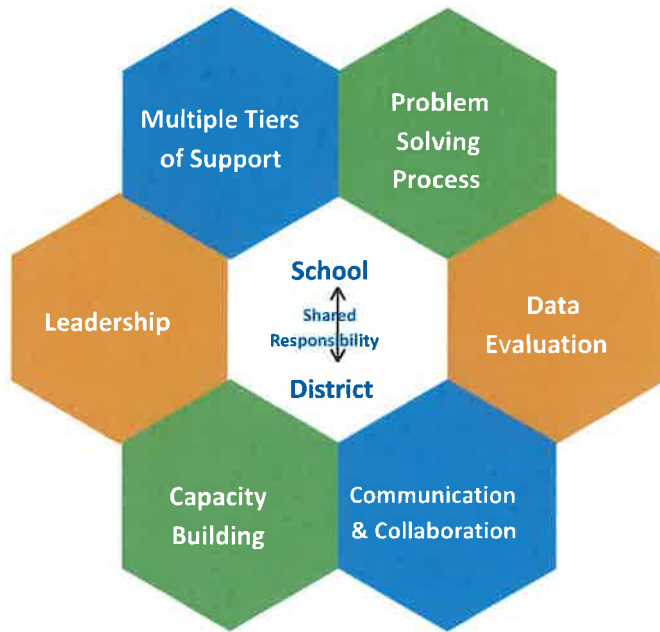
Our Values

At the heart of our mission is a core set of shared values that serve to ground and enliven our **collective identity** and **strengthen our commitment** to our mission as educational leaders. The foundation of success for our students and our school system is rooted in our core values, and these values define the *Branching Minds Way*.

- **Every Child** - We put students at the heart of everything we do.
- **Collective Greatness** - We, as a community, leverage our individual strengths to reach challenging goals.
- **Collaborative Spirit** - We believe in each other and find joy in our work.
- **Limitless Curiosity** - We never stop learning and growing.
- **Moral Compass** - We are guided by strong character, ethics, and integrity.

Our hope is that **every member** of the Branching Mind's family—*educators, families, students, and community members*—will adopt and share this set of values as we work to best serve students on their educational journey.

The following MTSS component definitions have been adopted by the Florida Department of Education:



Leadership: Leadership is key to successful implementation of any large-scale innovation. Leaders engage staff in ongoing professional development for implementing MTSS, plan strategically for MTSS implementation, and model a data-based problem-solving process for school improvement. The school principal also supports the implementation of MTSS by providing resources for planning and implementing instruction and intervention and ensuring that staff have the data needed for data-based problem-solving.

Building the Capacity/Infrastructure for Implementation:

District-wide and school-wide capacity and infrastructure are required in order to implement and sustain MTSS. At BRM, a strong commitment has been made to providing school teams with ongoing professional learning, technical support, and tools to implement MTSS with fidelity.

Communication and Collaboration: Ongoing communication and collaboration are essential for successful implementation of MTSS. At BRM, district-level department staff, building administrators, and

other staff members contributed to the development of our belief statements, vision, and mission for MTSS. A common language for MTSS in BRM has also been developed so we can collaborate with each other and communicate with parents, who are an integral part of our students' academic success and individual problem-solving for their children.

Data-Based Problem-Solving: The use of data-based problem-solving to make educational decisions is a critical element of MTSS implementation. This includes the use of data-based problem-solving for student outcomes across content areas, grade levels, and tiers, as well as examining barriers to school-wide implementation of MTSS. BRM believes the 4-step problem-solving method should always include data that informs decisions and helps us evaluate instructional strategies that accelerate our student's learning.

Three-Tiered Instructional/Intervention Model: The three-tiered instructional/intervention model is another critical element of MTSS implementation. In a typical system, Tier 1 includes the instruction delivered to all students; Tier 2 includes supplemental instruction or intervention in addition to core instruction, provided to students for whom Tier 1 instruction does not meet their learning needs; and Tier 3 includes intensive, small group or individual interventions in addition to core and Tier 2 for students facing significant barriers to learning. It is important to consider academics, behavior, and emotional literacy instruction when implementing interventions across all tiers.

Data-Evaluation: Given the importance of data-based problem-solving within MTSS, data must be used within all three tiers when making decisions about students' learning and needs. Effective problem-solving teams will consider the interaction between academic and behavioral needs while using all available data sources to do so. At BRM, we also use data to evaluate our teams' effectiveness and guide decisions for supporting effective MTSS in our schools. We also use progress monitoring data to evaluate the effectiveness of interventions we select for our students.

MTSS—as the name suggests—involves multiple tiers of instruction and assessments. The MTSS model includes three tiers or levels of support for Academics, Social Emotional Skills and Behavior:

Tier 1 is comprised of the Core Universal Instruction and Supports that ALL students receive. General academic and behavior and emotional literacy instruction and support is designed for all students and should be delivered using scientifically based instructional practices to facilitate student proficiency. It is important to include differentiation strategies, such as grouping, scaffolding, and guided practice to meet the needs of our diverse students within an effective Tier 1. Effective Tier 1 instruction and supports should meet the learning needs of approximately 80% of our learners. Universal screening assessments are administered at least 3 times per year and— combined with statewide assessments and other district assessments—are used to determine the effectiveness of Tier 1/core instruction in meeting students’ needs.

In addition to whether students need more intensive intervention, the focus of instruction and intervention is important to consider. Students who have academic problems often demonstrate challenging behaviors and vice versa. As a result, efforts to implement an MTSS must focus on students’ academic, behavioral, and social-emotional health and well-being.

Tier 1, 2, and 3 instructional and intervention strategies with the greatest likelihood of success will strive to help students achieve both academic and behavior (e.g., social skills, professional work behaviors) standards. Therefore, we must not think of setting up an MTSS for academics and an MTSS for behavior, but rather an MTSS for students.

The problem-solving process is a mechanism we can use to help determine the extent to which academic and/or behavior needs must be addressed to facilitate student success at each of the tiers.

ACADEMICS	BEHAVIOR	SOCIAL-EMOTIONAL HEALTH
All students receive high quality curriculum and instruction in the general education classroom. The teacher assists all students.	All students are explicitly taught positive behavioral expectations. Teachers use a consistent and restorative approach to discipline.	All students receive SEL and character instruction. An established team develops school climate initiatives supporting trauma sensitivity.
School provides supplemental instructional support, usually in small groups, to students who need additional support.	School provides supplemental targeted behavioral skill interventions usually in small groups.	School provides structured interventions for students exposed to trauma and chronic stress
Intense instructional support is provided to students with the greatest needs, with frequent progress monitoring	Student-centered planning is used to develop customized interventions with frequent progress monitoring. Referrals and linkages to community agencies. Specialized skill instruction for students and families.	



Important Tier 1 Considerations

Our school and district-level teams will consider several factors when addressing Tier 1 instruction. Some of our schools may require more time or different curriculum materials than other schools to deliver Tier 1 services that are effective for most students. Schools with a high number of students who do not enter school ready or face significant economic challenges, for example, may require more time dedicated to instruction for all students (e.g., 120 minutes) in order to have Tier 1 be effective. The rigor of the instructional routine also should be considered. Differentiated instruction to the degree appropriate for the size and diverse learning abilities of students, the focus and pace of instruction, and how responsibility for the learning activity is released to students are common considerations. These differentiated plans include academic and behavioral standards. District plans such as the K-12 Reading Plan, instructional pacing guides, PBIS plans, and master calendars are examples of places where guidance on what constitutes Tier 1 and Tier 1 decision-making can be found.



Myth: MTSS is for 20% of our students

Truth: MTSS is for 100% of our students. The support and problem solving linked to Tier 1 is a critical component of the MTSS framework. All of our students will be a part of MTSS at Tier 1, while some of our students will receive increased intensity of instruction and progress monitoring at Tier 2 and Tier 3.

To facilitate consistent and sound decisions to be made at Tier 1 at your school, a few guiding questions can be useful. Examples of important questions to ask at Tier 1 to guide your teams are:

What percent of our students are meeting grade level expectations and/or are “on-track” for promotion?
What percentage of students are meeting school-wide behavioral expectations?

Is Tier 1 instruction effective for each grade-level content/subject area? Is Tier 1 instruction effective for school-wide behavioral expectations?

Which students demonstrate significant gaps between their current performance and grade level standards? Between current performance and schoolwide/classroom behavioral expectations?

At Tier 1, all students receive scientific, evidence-based core instruction implemented with integrity and emphasizing grade-level standards and school-wide behavioral expectations. Instruction at Tier 1 should be explicit, differentiated and include flexible grouping and active student engagement. To ensure 80% of students’ needs are met at Tier 1, high-quality instruction is essential. Features of high-quality, research-based instruction include (Chard et al., 2008):

- **Standards-Based Curriculum:** a curriculum based upon the state standards adopted in Florida
- **Systematic Explicit Instruction:** Skills are taught from less to more complex using direct, clear and concise instructional language.
- **Differentiated Instruction:** Students have different levels of background knowledge and school readiness; differentiated instruction engages each student in active learning according to his/her needs. The content of instruction, delivery of instruction, and targeted level of instruction can be differentiated.
- **Flexible Grouping:** A combination of whole group, small group, and individual instruction allows teachers to create fluid groups that meet the needs of all students.
- **Active Student Engagement:** Ensuring all students are actively involved during instruction and are not passive recipients; this can be accomplished with high rates of opportunities to respond, ample time to practice skills, and prompt corrective feedback.
- **Classroom Behavior Strategies:** Proactively and explicitly teaching the expected behaviors and routines, frequent use of reinforcement and praise (4:1 positive to negative feedback loop), quick and efficient transition times, and consistent instructional response to misbehavior.

MTSS also includes a behavioral framework. Research shows that incorporating Positive Behavioral Intervention Support (PBIS) as a systematic Tier 1 instructional approach results in the greatest positive impact on improving student behavior and decreasing discipline incidents in our schools. PBIS emphasizes explicit teaching of expected behaviors and emotional literacy skills to all students. Promoting and recognizing positive or expected behaviors exhibited by our students, along with explicit teaching, decreases problem behavior and allows for maximizing instructional time in our schools.



Important Tier 2 Considerations

Tier 2 involves more focused, targeted instruction/intervention and supplemental support in addition to and aligned with the core academic and behavior curriculum and instruction. Approximately 10-20% percent of students typically need targeted supplemental interventions in addition to the core program (Tier 1). Students receiving Tier 2 instruction have some risk for academic and behavior failure and interventions are delivered in small groups, and progress monitoring data is collected. *If a student with an IEP is not making sufficient progress with the current plan, an IEP review meeting should be scheduled to discuss modifications to the student's IEP.*

Myth: MTSS slows down the referral process and delays services and help for students. With MTSS, students can no longer get help through special education.



Truth: The "referral process" no longer exists. An MTSS is intended to help students receive the level of supports needed to ensure academic and behavioral success. If an MTSS is implemented as intended as a schoolwide system, assessment data on each student is available at all times. These data are used to improve the effectiveness of the students' instruction/interventions and supports AND can be used as a required part of the evaluation procedures if the evaluation procedures for exceptional student education (ESE) are initiated. Through progress monitoring, teams can determine the level of supports needed, including those students who demonstrate a need for ESE services. Even if a child is receiving ESE services, the problem-solving process continues to ensure the individualized ESE services are working for the student. An MTSS is intended to help students receive the level of supports needed to ensure academic and behavioral success, regardless of whether the student is identified as a student with a disability or not. An MTSS is not a way to delay services but instead a system to help students at the earliest sign of need, and monitor progress to ensure that the supports are effective to meet student needs.

Part VIII: Attachments

Five (5) Attachment A Documents

- Annual Statement of Financial Interest
- Debarment Certification
- City of Waterbury Disclosure of Outstanding Obligations
- Corporate Resolution
- LLC Resolution

One (1) Attachment B Document

- Sample Contract

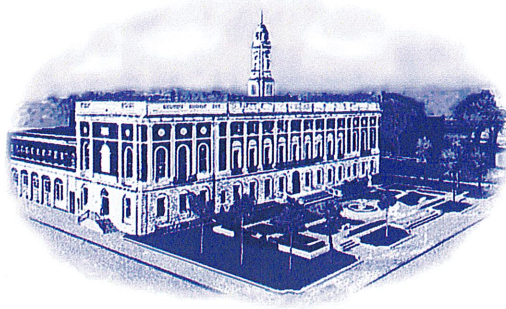
One (1) Attachment C Document

- Addendum/Certification/Notice of Acceptance

One (1) Attachment D Document

- Insurance Requirements

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

November 30, 2022

David Magier
Branching Minds, Inc.
157 Columbus Ave, 5th Floor
New York, NY 10023

RFP# 7375
Project: Multi-Tiered System of Support Behavior Framework and Professional
 Development

Dear Mr. Magier,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,

Kevin McCaffery
Director of Purchasing

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

=====

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Branching Minds, Inc.

(Name of Company, if applicable)

~~XXXXXXXXXX~~ ^{AM} *David Magier*
Signature of Individual (or Authorized Signatory)

^{AM} ~~09/21/22~~ 09/21/2022
Date

David Magier

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Branching Minds, Inc.
157 Columbus Avenue 4th Fl
New York, NY 10023

Print Name and Title of Authorized Representative:

David Magier, Chief Operating Officer

Signature of Authorized Representative:




Date: 9/17/22 AM 09/21/2022

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Texas

SS.: _____

County of Dallas

David Magier, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Chief Operating Officer of Branching Minds, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☐ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None	None	None	None	None
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None	None	None	None	None
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 None	None	None
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	Maya Gat	Chief Executive Officer	6/25/1980	
2	David Magier	Chief Operating Officer	2/9/1980	
3	Eva Dundas	Chief Product Officer	3/13/1985	
4	Yonatan Doron	Chief Strategic Partnerships Officer	10/4/1982	

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None	None	None	None	None
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None	None	None
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

 Witness

 Name of Partnership/Business

Its: Chief Operating Officer
Title

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Texas)

) SS

County of Dallas)

David Magier



Ariel Murchison

ID NUMBER
132795705

COMMISSION EXPIRES
November 23, 2024

being duly sworn,

deposes and says that he/she is Chief Operating Officer of Branching Minds, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 21st day of September 2022.

Ariel Murchison

(Notary Public)

My Commission Expires: 11/23/2024

Notarized online using audio-video communication

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date 1/09/2023

To: Jerry Gay- Contract Manager
Department of Education


Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **are not delinquent**.

Branching Minds, Inc.
Maya Gat
David Magier
157 Columbus Ave. 4th Fl.
New York, NY, 10023

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Jerry Gay

**Description of Project/Work/Services: Multi Tiered System of Supports Behavior Framework
– Consultant**

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-VIII."

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

General Liability:

**\$1,000,000 each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/ Completed Operations Aggregate**

Auto Liability:

**\$1,000,000 Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos**

Workers Compensation:

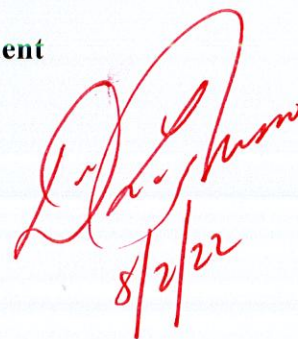
**WC Statutory Limits
Employer Liability (EL)
\$1,000,000 EL each Accident
\$1,000,000 EL Disease each Employee
\$1,000,000 EL Disease Policy Limits**

Professional Liability/E&O:

**\$1,000,000 each Wrongful Act
\$1,000,000 Aggregate**

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.



*Hire consultant.
[Waterbury Public School]
Help Frameworks
social worker*



WATERBURY PUBLIC SCHOOLS

**REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION**

Multi-Tiered System of Supports Behavior Framework and Professional Development

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a vendor to provide a Multi-Tiered System of Supports (MTSS) Behavior Framework and effectively organizes the components of an MTSS Framework to provide structure and enhance the strengths of our current components through additional resources. In addition, we are seeking professional development to train all staff members in school-wide and classroom strategies to support effective change.

A. Background and Intent

The purpose and intent of issuing this Request for Proposal (RFP) is to ensure that the above-mentioned vendor, materials, and approaches are culturally responsive and consider diverse learning needs. The goal is to assist the district with organizing and implementing an MTSS Framework for Behavior consisting of a screening, progress monitoring, multi-level tiered system, and data-based decision making to improve student behavior, whereby every student can achieve academic and life success. Included with this work, provide the district with a reference guide or visual model that identifies the MTSS Framework for Behavior and its components and their function.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. A minimum of 5 years of experience and expertise with creating and providing an MTSS framework for behavior that is researched based and proven effective for students (Pre-k through Grade 12) enrolled in an urban school district.
2. Provide a brief description of three (3) projects which involved a similar scope of services performed in the last five (5) years
3. A proven track record of successfully providing these types of or similar materials and services to public school districts similar to the Waterbury Public School district.
4. Knowledge of federal and state laws and regulations governing the materials and services outlined in the scope of services.



5. Experience in aligning and embedding the MTSS Framework for Behavior throughout the school culture and utilizing it to improve school climate.
6. Aligning existing systems including, but not limited to district policies, de-escalation strategies, Positive Behavioral Intervention and Support (PBIS), Social Emotional Learning (SEL), and Restorative Practices used by the Waterbury School district.
7. Experience with providing an MTSS framework that focuses on behavior with high quality professional development to school districts with multiple options for delivery, inclusive of in-person or virtual.
8. Training component - The proposed training must train and coach the leadership team; the training strategy must inform and engage all relevant school staff on all assigned program components.

The vendor must include ongoing support, including onsite provider visits, to the leadership team, other school staff, and the coach. Such support must be designed to facilitate implementation, with fidelity, of all aspects of the MTSS for Behavior Framework.

The vendor must assess implementation fidelity of the MTSS for Behavior program and take steps to remedy any implementation issues identified by these assessments.

C. Scope of Services

The MTSS framework for behavior must:

1. Identify and organize current components for an effective MTSS framework for behavior.
2. Enhance the district's Portrait of a Graduate.
3. Include evidenced-based and tiered interventions for all students, supplemental to the core curricula.
4. Allow for flexibility in meeting the needs of a wide range of learners and include accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.
5. Include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion, and people with disabilities.
6. Assist with creating a culture of trust and engagement.
7. Provide a structure that promotes developmentally appropriate strategies to help staff and students be able best access and utilize techniques to regulate their own emotions, manage their behaviors, and improve the climate and culture of the school environment.



WATERBURY PUBLIC SCHOOLS

8. Provide staff and students the tools to better achieve their academic and behavioral goals.
9. Encourage and provide guidance for students to develop their own voice.
10. Include tools, resources, and documents in multiple languages, including but not limited to Spanish, that provide parents/guardians and others with necessary resources to provide transparency into the framework that supports and improves student achievement and behavior management.
11. Assist with creating and organizing the MTSS Behavioral Framework hard-bound print format.
12. Provide an outline of professional development sessions, and support tools to ensure that teachers are able to appropriately utilize the framework over a three year period of time. Services should include consultation, facilitation, writings, coaching and presentation of professional development sessions or other options to support staff training and implementation both in-person and web-based. The professional development should provide staff with high quality student engagement training.
13. Describe the roles a leadership team and school level coaches will play and how these roles will support a high fidelity implementation.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from the date an Agreement is signed and will remain in full force and in effect through June 2025.

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this Request for Proposal (RFP) and submission requirements must be directed to the City of Waterbury Procurement website and must be received **by 2:00 PM on August 5 , 2021**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any**



WATERBURY PUBLIC SCHOOLS

changes or amendments to this RFP, will be available via the City of Waterbury Procurement website by **August 9, 2021, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

Commented [1]: TBD

F. Management

Any contract or purchase order resulting from this RFP will be managed by Melina Rodriguez, Supervisor of Special Education assigned to Pupil Services.

G. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.



6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to



WATERBURY PUBLIC SCHOOLS

comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and 1 paper copy of the proposal, as well as a copy of the original proposal in pdf format on a flash drive, must be received at the following address no later than **11:00 AM on August 16, 2021.**

Commented [2]: TBD

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.



WATERBURY PUBLIC SCHOOLS

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.



WATERBURY PUBLIC SCHOOLS

3. Statement of Qualifications and Work Plan

- a. Qualifications. For **each** item listed in Section B- Qualifications, please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. For **each** item listed in Section C. - Scope of Services, please describe the approach that would be generally followed in undertaking these tasks.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.



- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience organizing, creating a visual, and implementing an MTSS for Behavior Framework utilizing research based techniques and qualifications and experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may



contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

- d. The vendor's expertise and sample MTSS for Behavior Framework proposed meets all of the District's requirements in the scope of services.
- e. The professional development proposed meets all of the District's requirements in the scope of services
- d. Time, Project and Proposed Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements - NOT APPLICABLE

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L. State Set-Aside Requirements - NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-



60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at.

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at rnickerl@waterburyct.org . Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting _____ Department: BOE Readiness – Contracts

Requesting _____ Department _____ Contact: _____ Jerry Gay & Melina Rodriguez

Detailed description of Work/Services to be performed: From the RFP:

1. Identify and organize current components for an effective MTSS framework for behavior.
2. Enhance the district's Portrait of a Graduate.
3. Include evidenced-based and tiered interventions for all students, supplemental to the core curricula.
4. Allow for flexibility in meeting the needs of a wide range of learners and include accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.
5. Include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion, and people with disabilities.
6. Assist with creating a culture of trust and engagement.
7. Provide a structure that promotes developmentally appropriate strategies to help staff and students be able best access and utilize techniques to regulate their own emotions, manage their behaviors, and improve the climate and culture of the school environment.
8. Provide staff and students the tools to better achieve their academic and behavioral goals.
9. Encourage and provide guidance for students to develop their own voice.
10. Include tools, resources, and documents in multiple languages, including but not limited to Spanish, that provide parents/guardians and others with necessary resources to provide transparency into the framework that supports and improves student achievement and behavior management.
11. Assist with creating and organizing the MTSS Behavioral Framework hard-bound print format.
12. Provide an outline of professional development sessions, and support tools to ensure that teachers are able to appropriately utilize the framework over a three year period

of time. Services should include consultation, facilitation, writings, coaching and presentation of professional development sessions or other options to support staff training and implementation both in-person and web-based. The professional development should provide staff with high quality student engagement training.

13. Describe the roles a leadership team and school level coaches will play and how these roles will support a high fidelity implementation.

Environmental Services Included — If YES, describe: None

Medical Services Included — If YES, describe: None

Hazardous Substances — If YES, describe: None

Will Use of Subcontractors be Permitted? None

Summarize any other Special Conditions: None

Estimated Cost: \$240,000 - Estimated

Contract Term: To June 2025.

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable:

No Prior

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #13.2

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two (2) to the Agreement with Curriculum Associates, LLC. to provide additional materials, subject to any non-substantive changes approved by the Corporation Counsel's Office.

Date: January 10, 2023

**Waterbury Board of Education
235 Grand Street
Waterbury, CT 06702**

Re: Board of Education Approval Request/Executive Summary – Contract Amendment between City of Waterbury and Curriculum Associates LLC to provide additional elementary textbooks for expansion at the International School and i-Ready Diagnostic and Instruction for grades 6 – 8 at the PK-8 schools.

Dear Honorable Aldermen:

The Mathematics Department respectfully requests your approval of the above-referenced contract amendment in the amount of \$24,055.10 for additional Spanish mathematics workbooks for the International Dual Language School. The International Dual Language School was not in existence at the time of the original contract. The original contract does not accommodate numbers to support textbooks in both English and Spanish.

In addition, we respectfully request the contract with Curriculum Associates, LLC also be amended to include student licenses to pilot i-Ready Diagnostic and Instruction for middle school students at the PK8 elementary schools. Principals have requested consistent math assessment and intervention in kindergarten through eighth grade.

The aforementioned products are consistent with the scope of the previously signed procurement agreement between Curriculum Associates, LLC., and the vendor is the sole source for the products.

Please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,



Janet Frenis
Supervisor of Elementary Mathematics

AMENDMENT #2
to
AGREEMENT
for
Elementary Mathematics Curriculum
between
The City of Waterbury, Connecticut
and
Curriculum Associates, LLC

THIS AMENDMENT ("Amendment #2"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and CURRICULUM ASSOCIATES, LLC, (the "Contractor" or "Curriculum"), located at 153 RANGEWAY ROAD, North Billerica, Massachusetts 01862, a duly registered State of Massachusetts limited liability company and duly registered to do business in the State of Connecticut as a limited liability company (jointly referred to as the "Parties" to this Amendment #2).

WHEREAS, the City entered into an Agreement with Curriculum with a term commencing on July 1, 2020 and terminating on June 30, 2025; and

WHEREAS, the City entered into a written Amendment to the Agreement with Curriculum executed by the City September 23, 2022; and

WHEREAS, the Agreement of June 30, 2025 together with Amendment #1 of September 23, 2022, comprise the entire agreement between the Parties and hereinafter shall be referred to as the "Agreement"; and

WHEREAS, in accordance with Section 21 of the Agreement, the parties agree to amend the Agreement to include the purchase of the materials and services for the assessment and instruction of mathematics using the i-Ready classroom products all as fully described in Curriculum Associates Quote ID: 307713.3 (Attachment A to this Amendment #2) and the materials and services for the assessment and instruction of mathematics in Spanish using the i-Ready classroom products fully described in Curriculum Associates Quote ID: 278624.6 (Attachment B to this Amendment #2) to be funded through the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the City shall pay for the additional purchases arising out of this Amendment #2 using funding from ARPA ESSER also referred to as ESSER III; and

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

- 1. Section 6.1 of the Agreement ("Fee Schedule") shall be amended by adding the following:**

6.1.5. In addition to the fees set forth at Sections 6.1.1 through 6.1.4, the City shall pay the Contractor for the additional services, materials and/or licenses as are specifically set forth in:

- a) Attachment A – Curriculum Associates Quote ID: 307713.3\$15,023.01
- b) Attachment B – Curriculum Associates Quote ID: 278624.6.....\$9,032.10

Further, Section 6.1 Fee Schedule shall be amended by increasing the aggregate fee payable to the Contractor for all services, materials and licenses from TWO MILLION, TWENTY-FOUR THOUSAND, EIGHT HUNDRED NINETY-TWO DOLLARS and 50/100 (\$2,024,892.50) to TWO MILLION, FORTY-EIGHT THOUSAND, NINE HUNDRED FORTY-SEVEN DOLLARS and 61/100 (\$2,048,947.61).

2. Section 1.1 of the Agreement shall be amended to add the following provision:

1.1.9 Required Contract Provisions – American Rescue Plan Act Funded Projects
(applicable only to purchases under Curriculum Associates Quotes ID: 307713.3 and ID:
278624.6)

3. Section 1.2 of the Agreement shall be amended to add the following provision:

1.2.5 Required Contract Provisions – American Rescue Plan Act Funded Projects
(applicable only to purchases under Curriculum Associates Quotes ID: 307713.3 and ID:
278624.6)

4. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following which are both material provisions of the Agreement pursuant to Section 1.1 and “Contract Documents” pursuant to Section 1.2 of the Agreement:

Curriculum Associates Quote ID: 307713.3.

5. Attachment B to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following which are both material provisions of the Agreement pursuant to Section 1.1 and “Contract Documents” pursuant to Section 1.2 of the Agreement:

6. Attachment C to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following which are both material provisions of the Agreement pursuant to Section 1.1 and “Contract Documents” pursuant to Section 1.2 of the Agreement:

Required Contract Provisions – American Rescue Plan Act Funded Projects dated June 2021

7. All other terms, conditions, and provisions not specifically amended herein of the Agreement executed on August 27, 2020 shall remain in full force and effect and binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #2 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print Name

By:

Neil M. O’Leary
Mayor, City of Waterbury

Sign & Print Name

Date: _____

WITNESSES:

CURRICULUM ASSOCIATES, LLC

Sign & Print Name

By:

Its: _____

Sign & Print Name

Date: _____

Attachment A

Curriculum Associates®

Prepared For:
Darren Schwartz
Waterbury Public Schools
236 Grand St,
Waterbury, CT 06702

Assessment & Instruction Math MS 6 Months

12/15/2022

Dear Darren Schwartz,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 307713.3 Valid through: 12/31/2023

Product	Net Price
i-Ready	\$15,023.01
Shipping/Tax/Other:	\$0.00
Total:	\$15,023.01

Thank you again for your interest in Curriculum Associates.

Sincerely

Lisa Cattaruzza
203-848-8435
lcattaruzza@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 307713.3 Date: 12/15/2022 Valid through: 12/31/2023

Prepared For:
Darren Schwartz
Waterbury Public Schools
236 Grand St,
Waterbury, CT 06702
dschwartz@waterbury.k12.ct.us

Your Representative:
Lisa Cattaruzza
203-848-8435
lcattaruzza@cainc.com

Assessment & Instruction Math MS 6 Months

Carrington ES 24 Kenmore Ave, Waterbury, CT 06708

Total Building Enrollment: 414, Grade Range: PK - 8

Product Name	Grade	Item #	Qty	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Per Student License 6 Months	Multiple	14906.0	144	\$17.13	\$2,466.72
				Subtotal:	\$2,466.72
				Shipping:	\$0.00
				Tax:	\$0.00
				School Subtotal:	\$2,466.72

Duggan ES 38 W Porter St, Waterbury, CT 06708

Total Building Enrollment: 414, Grade Range: PK - 8

Product Name	Grade	Item #	Qty	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Per Student License 6 Months	Multiple	14906.0	133	\$17.13	\$2,278.29
				Subtotal:	\$2,278.29
				Shipping:	\$0.00
				Tax:	\$0.00
				School Subtotal:	\$2,278.29

Gilmartin ES 94 Spring Lake Rd, Waterbury, CT 06706

Total Building Enrollment: 423, Grade Range: PK - 8

Product Name	Grade	Item #	Qty	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Per Student License 6 Months	Multiple	14906.0	157	\$17.13	\$2,689.41
				Subtotal:	\$2,689.41
				Shipping:	\$0.00
				Tax:	\$0.00
				School Subtotal:	\$2,689.41

Jonathan Reed School 33 Griggs St, Waterbury, CT 06704

Total Building Enrollment: 405, Grade Range: PK - 8

Product Name	Grade	Item #	Qty	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Per Student License 6 Months	Multiple	14906.0	149	\$17.13	\$2,552.37
				Subtotal:	\$2,552.37
				Shipping:	\$0.00
				Tax:	\$0.00
				School Subtotal:	\$2,552.37

Wendell Cross ES 1255 Hamilton Ave, Waterbury, CT 06706

Total Building Enrollment: 294, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	Net Price	Total
i-Ready Assessment and Personalized Instruction Math Per Student License 6 Months	Multiple	14906.0	294	\$17.13	\$5,036.22
				Subtotal:	\$5,036.22
				Shipping:	\$0.00
				Tax:	\$0.00
				School Subtotal:	\$5,036.22

Total

Merchandise Total: \$15,023.01

Voucher/Credit: \$0.00

Estimated Tax: \$0.00

Estimated Shipping: \$0.00

Total: \$15,023.01

Special Notes

5% discount applied to i-Ready based on scope of quote.

All i-Ready purchases require professional development.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y5

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com
Fax: 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions. Please attach quote to all signed purchase orders. If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | ABA Routing: 121000248
- Bank Name: Wells Fargo Bank – San Francisco, CA | Account Name: Curriculum Associates, LLC
- SWIFT Code (International Only): WFBUS65
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-development sessions will expire two years following the date of your purchase order and are subject to the Professional Development Terms of Service, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 4) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

Attachment B

Curriculum Associates®

Prepared For:
Janet Frenis
International Dual Language School
116 Beecher St,
Waterbury, CT 06705

12/20/2022

Dear Janet Frenis,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 278624.6 Valid through: 12/31/2023

Product	List Price	Net Price
i-Ready Classroom	\$13,398.00	\$9,032.10
	List Total:	\$13,398.00
	Savings:	\$4,365.90
	Shipping/Tax/Other:	\$0.00
	Total:	\$9,032.10

Thank you again for your interest in Curriculum Associates.

Sincerely

Lisa Cattaruzza
203-848-8435
lcattaruzza@cainc.com

Please submit this quote with your purchase order

Curriculum Associates[®]

Quote ID: 278624.6 Date: 12/20/2022 Valid through: 12/31/2023

Prepared For:
Janet Frenis
International Dual Language School
116 Beecher St,
Waterbury, CT 06705
jfrenis@waterbury.k12.ct.us

Your Representative:
Lisa Cattaruzza
203-848-8435
lcattaruzza@cainc.com

i-Ready Classroom

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Classroom 2020 Spanish Mathematics Student Worktext with Digital Access Grade K 1 Year	25373.0	98	\$29.00	\$19.55	\$1,915.90
i-Ready Classroom 2020 Spanish Mathematics Student Worktext with Digital Access Grade 1 1 Year	25429.0	98	\$29.00	\$19.55	\$1,915.90
i-Ready Classroom 2020 Spanish Mathematics Student Worktext with Digital Access Grade 2 1 Year	25541.0	105	\$29.00	\$19.55	\$2,052.75
i-Ready Classroom 2020 Spanish Mathematics Student Worktext with Digital Access Grade 3 1 Year	25681.0	105	\$29.00	\$19.55	\$2,052.75
i-Ready Classroom 2020 Spanish Mathematics Student Worktext with Digital Access Grade 4 1 Year	25821.0	56	\$29.00	\$19.55	\$1,094.80
i-Ready Classroom Subtotal:					\$9,032.10

Total

List Total:	\$13,398.00
Savings:	\$4,365.90
Merchandise Total:	\$9,032.10
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$9,032.10

Special Notes

Math teacher materials gratis at up to 1:25 ratio (add'l access paid). Shipping included in math student bundle price. All i-Ready purchases require PD. Pricing based on 2020 bid; pricing held for 5 years. PD quoted separately per RFP contract.

F.O.B.: N. Billerica, MA 01862
 Shipping: Shipping based on MDSE total
 Terms: Net 30 days, pending credit approval
 Fed. ID: #26-3954988

Please submit this quote with your purchase order

N1

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com
Fax: 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions. Please attach quote to all signed purchase orders. If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

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Order Amount	Freight Amount
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Order Amount	Freight Amount
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Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
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If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

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- SWIFT Code (International Only): WFBUS65
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

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Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-development sessions will expire two years following the date of your purchase order and are subject to the Professional Development Terms of Service, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 4) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

Attachment C

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON GRIEVANCES

Item #14.1

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Grievances recommends SAW Grievance 2022-2023-1,
heard by the Committee on January 11, 2023, be _____.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON GRIEVANCES

Item #14.2

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Grievances recommends SAW Grievance 2022-2023-2,
heard by the Committee on January 11, 2023, be _____.

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.1

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Chabot, Albert	Assistant Indoor Track	KHS	12/19/22
Fazzino, Francisca	Girls Basketball Coach	NEMS	01/04/23
Forgione, Michael	Head Girls Basketball	KHS	11/28/22
Fryer, Deneen	Girls Basketball	WSMS	12/12/22
Gray, Ollie III	Boys Basketball	NEMS	01/09/23
Nicholas, Stefanie	Assistant Indoor Track	CHS	12/19/22
Poulter, Craig	Intramural Basketball	Carrington	02/06/23
Poulter, Craig	Intramural Volleyball	Carrington	04/03/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.2

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Eff.</u>
Bernardini, James	Behavior Couns. State Street	FT	\$21.72/hr	F UPSEU 69	Priority 22-23	11/10/22
Blasini, MaLisa	Office Manager Bilingual Dept	FT	\$23/hr	UPSEU 69	Bilingual 22-23	01/12/23
Creem, Daniel	Tutor Holy Cross	PT	\$25/hr	NON BOE	Title I-A 21-23	01/05/23
Crocetto, Kyle	FRC Coordinator Wilson	FT	\$28/hr	F UPSEU 69	FRC 22-23	12/08/22
Cuevas, Victor	Network Specialist	FT	\$19/hr	UPSEU 66	Adult Ed 22-23	11/21/22
Freitas, Ashley	Regan 21 st Century Teacher				SDE After School	Immed.
George, William	Net. Specialist (10 to 12 month)	FT	\$27.308/hr	UPSEU 69	Title II-A 22-24	10/03/22
Glass, Rosalyn	Adult Ed Instr. (Certified)	PT	\$33/hr	NON BOE	Adult Ed 22-23	11/17/22
Gray III, Ollie	Behavior Counselor - NEMS	FT	\$27/hr	F UPSEU 69	SIG 6 NEMS 22-24	01/05/23
Guichardo, Julio	Behavior Counselor – CHS	FT	\$25/hr	F UPSEU 69	Title I-A 22-24	01/05/23
Hernandez, Tamara	Parent Liaison Reed	FT	\$15.88/hr	UPSEU 69	Title I-A 21-23	11/17/22
Howarth, Christopher	Computer Technician	FT	\$15/hr	UPSEU 69	Title I-A 21-23	12/22/22
Iljazi, Dashnor	Network Specialist (10M)	FT	\$24.26/hr	UPSEU 69	CN – WMS S2 22-23	12/01/22
Jannetty, Kimberly	Tutor Chase	PT	\$33/hr	NON BOE	Priority 22-23	11/10/22

Lynch, Cassandra	Prevention Specialist – WMS	FT	\$18.14/hr	F UPSEU 69	Priority 22-23	12/01/22
Moriarty, Gail	Tutor Yeshiva K'Tana	PT	\$33/hr	NON BOE	Title I-A 21-23	09/12/22
Morrison, Terrance	Behavior Counselor – KHS	FT	\$27/hr	F UPSEU 69	SIG 5 KHS 21-23	12/01/22
Rodriguez, Leeana	Hall Monitor Crosby	PT	\$98/day	NON BOE	Title I-DW 22-24	11/03/22
Sadiku, Jeton	Network Specialist	FT	\$19/hr	UPSEU 66	Title II-A 22-24	11/10/22
Santos, Tony	Adult Ed Sub. Teacher	PT	\$25/hr	NON BOE	Adult Ed 22-23	11/10/22
Thompson, Philip	Adult Ed Certified Sub	PT	\$33/hr	NON BOE	Adult Ed 22-23	12/15/22
Warren, Samantha	Net. Specialist (10 to 12 month)	FT	\$19/hr	UPSEU 69	Priority 22-23	12/01/22
Wojtunik, Katilynn	Regan 21 st Century Teacher				21 st Century	Immed.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.3

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following miscellaneous appointments:

<u>Name</u>	<u>School</u>	<u>Program/Assignment</u>
Colon, Lena	Maloney	After School Program - Para/Assistant
Neal, Cameron	CHS	Better Bulldogs Program
Carlson, Ashley	CHS	Academic Support Program
Valletta, Marnie	WHS	WHS Bridge Coordinator
Guichardo, Betty	WMS	MTSS Team
DeFrancesco, Nora	WCA	Mastery-Based Credit Committee
Dimech, Jennifer	WAMS	Mastery-Based Learning Panel
Basil, David	WHS	Mastery-Based Learning Panel
Hinton, Marci	WHS	Mastery-Based Learning Panel
Perusse, Joseph	WHS	Mastery-Based Learning Panel
Bosman, Ana	WAMS	WCA Application Committee
Coty, Heidi	Reed	WCA Application Committee
Diorio, Jill	Duggan	WCA Application Committee
Gwiazdoski, Helena	WAMS	WCA Application Committee
Jimenez, Tania	International	WCA Application Committee
Matthews, Heather	State Street	WCA Application Committee
Miranda, Stephanie	District	WCA Application Committee
Ogilvy, Lynn	Carrington	WCA Application Committee
Parker, Marlene	Carrington	WCA Application Committee
Zupperoli, Robert	Wallace	WCA Application Committee
Abarzua, Lauren	Driggs	ESH - Teacher
Alonso, Miriam	Driggs	ESH - Para
Gomez, Bridgette	Driggs	ESH - Admin
Gorman, Regina	Driggs	ESH - Teacher
Najat, Fares	Driggs	ESH - Para
Piccochi, Rayanne	Driggs	ESH - Secretary

Quezada, Paula	Driggs	ESH - Teacher-Sub
Salvador, Dori	Driggs	ESH - Para
Wright, Valerie	Driggs	ESH - Teacher
Mulvehill, Michelle	Generali	ESH - Teacher Sub
Drew, Michael	WHS	CN Shared Leadership Team
Johnson, Joshua	WHS	CN Shared Leadership Team
Kelly, Wendy	WHS	CN Shared Leadership Team
Soeprasetyo, Preston	WHS	CN Shared Leadership Team
Basil, David	WHS	CN Afterschool Teacher
Brown, Samuel	WHS	CN Afterschool Teacher
Brummitt, Eric	WHS	CN Afterschool Teacher
Chavarry, Jose	WHS	CN Afterschool Teacher
Correa, Jennifer	WHS	CN Afterschool Teacher
Flematti, Jessica	WHS	CN Afterschool Teacher
Hernandez, Isabella	WHS	CN Afterschool Teacher
Irizarry, Reina	WHS	CN Afterschool Teacher
Santana, Zulma	WHS	CN Afterschool Teacher

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.4

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Voluntary Clean Opening Transfers effective 2023-2024 school year:

<u>Name</u>		<u>From: (temporary)</u>	<u>TO: (permanent)</u>
Aldag	Monica	Maloney Pre-K Special Ed	Maloney Pre-K Special Ed
Antonazzo	Carolyn	Sprague Gr 1	Sprague Gr 1
August	Kerry	NEMS ELA Gr 8	NEMS ELA Gr 8
Barbati	Donna	Carrington Special Ed - Essential Skills	Carrington Special Ed - Essential Skills
Barkauskas	Brianna	Crosby Guidance Counselor	Crosby Guidance Counselor
Bell	Teresa	Wilson Special Ed	Wilson Special Ed
Benzinger	Nicole	Washington Gr 3	Washington Gr 3
Braun	Brooklyn	Academic Academy Social Studies MS	Academic Academy Social Studies MS
Buckley	Blake	NEMS Social Studies Gr 6	NEMS Social Studies Gr 6
Buell	Douglas	Crosby FCS - Culinary	Crosby FCS - Culinary
Callahan	Carolyn	Generali Gr 3	Generali Gr 3
Carlson	Ashley	Crosby ELA	Crosby ELA
Cassella	Nicole	Duggan Gr 4 Math/Science	Duggan Gr 4 Math/Science
Catricala	Julia	Kennedy Social Studies	Kennedy Social Studies
Cavilla	Emilia	Wilson Gr 4	Wilson Gr 4
Cieslewski	Elaine	Gilmartin Gr 1	Gilmartin Gr 1
Ciminera	Kimberly	Reed Gr 3	Reed Gr 3
Cleary	Kelly	Bucks Hill Annex Pre-K Co-Taught	Bucks Hill Annex Pre-K Co-Taught
Collins	Brittney	Sprague Gr 2	Sprague Gr 2
Comstock	Brian	Reed Gr 5	Reed Gr 5
Cornish	Danielle	Crosby Guidance Counselor	Crosby Guidance Counselor
Cruz	Griselle	Chase & Hopeville Split Special Ed	Chase & Hopeville Split Special Ed
Czeczot	Chrystle	NEMS Science Gr 6	NEMS Science Gr 6
DeJesus	Jennifer	Rotella Gr 3	Rotella Gr 3
DeSena	Deanna	Bunker Hill Gr K	Bunker Hill Gr K
Diaz	Natalie	Districtwide Psychologist	Districtwide Psychologist

DiLonardo	Rachel	Generali Special Ed – ABA Autism	Generali Special Ed – ABA Autism
Dinielli	Elizabeth	Wendell Music	Wendell Music
DiPietro	Aline	WSMS PE/Health	WSMS PE/Health
Dover	Ena	WSMS Science Gr 7	WSMS Science Gr 7
Dubois	Zachary	Kennedy Social Studies	Kennedy Social Studies
Edwards	Cara	Driggs Gr 4	Driggs Gr 4
Eire	John Carlos	WAMS ELA Gr 7	WAMS ELA Gr 7
Ellington	Erin	Gilmartin Literacy Facilitator Elem.	Gilmartin Literacy Facilitator Elem.
Espinal	Yesenia	International Dual Language Special Ed	International Dual Language Special Ed
Ferreria	Justine	Wilby Special Ed - CBT	Wilby Special Ed - CBT
Fields	Christina	WSMS Social Studies Gr 8	WSMS Social Studies Gr 8
Fulton	Mark	WAMS Guidance Counselor	WAMS Guidance Counselor
Gawlak	Peter	WSMS PE/Health	WSMS PE/Health
Gerol	Faithe	WAMS Social Studies MS	WAMS Social Studies MS
Gluz	Debra	Academic Academy Math MS	Academic Academy Math MS
Greene	Lucia	International Dual Language School Counselor	International Dual Language School Counselor
Grendzinski	Katie	Maloney Special Ed	Maloney Special Ed
Gromko	Jill	Bunker Hill Special Ed	Bunker Hill Special Ed
Guerin	Sarah	Reed Gr 4	Reed Gr 4
Guerrera	Juliana	Carrington Gr 2	Carrington Gr 2
Guichardo	Betty	Districtwide Social Worker	Districtwide Social Worker
Harris	Marquis	Wilby ELA	Wilby ELA
Hartsoe	Kelsey	Kennedy ELA	Kennedy ELA
Hitchcock	Amanda	Crosby Guidance Counselor	Crosby Guidance Counselor
Hollowell	Caitlin	Tinker Gr 4	Tinker Gr 4
Howard	Annalee	WSMS Social Studies Gr 7	WSMS Social Studies Gr 7
Howe-Green	Ingrid	WAMS Dance	WAMS Dance
Hubeny	Carolyn	State Street Special Ed MS	State Street Special Ed MS
Isaku	Ermira	Wallace ESL	Wallace ESL
Jamele	Marissa	Walsh Gr 1	Walsh Gr 1
Jester	Kristen	Districtwide Social Worker	Districtwide Social Worker
Kershaw	Tania	International Dual Language Gr 2 Spanish	International Dual Language Gr 2 Spanish
Klesyk	Mary	Bucks Hill Gr 5	Bucks Hill Gr 5
Laemmerhirt	Jillian	Washington Special Ed	Washington Special Ed
LeBlanc	Danielle	WAMS Art Visual	WAMS Art Visual
Lorenzini	John	Wallace PE/Health	Wallace PE/Health
Magliaro	Alicia	WAMS Theater Gr 6-12	WAMS Theater Gr 6-12
Malkin	Jenna	International Dual Language Gr 2 English	International Dual Language Gr 2 English
Malota	Karen	WAMS Guidance Counselor	WAMS Guidance Counselor

Mancini	Sandy	Districtwide Social Worker	Districtwide Social Worker
McCarthy	Monica	Bunker Hill Gr 3	Bunker Hill Gr 3
McNellis	Christopher	NEMS Music	NEMS Music
Meyer	Paula	WSMS SEL Counselor	WSMS SEL Counselor
Monks	Kimberly	Reed Special Ed Elem. Gr K-3	Reed Special Ed Elem. Gr K-3
Morales	Barbara	Bunker Hill Gr 5	Bunker Hill Gr 5
Mulla	Julita	Sprague Gr 4	Sprague Gr 4
Nadolny	Karen	Generali Gr K	Generali Gr K
Nagle	Sandra	WAMS ELA Gr 7	WAMS ELA Gr 7
Neal	Gregory	Districtwide Social Worker	Districtwide Social Worker
Negron	Nicole	Wallace Math MS Gr 8	Wallace Math MS Gr 8
Nugai	Christopher	Wilby Social Studies	Wilby Social Studies
Orozco	Ryan	Wilby SROTC	Wilby SROTC
Ostrander	Charles	WAMS Tech Ed - Info Tech, Drone, & Robotics	WAMS Tech Ed - Info Tech, Drone, & Robotics
Pagnini	Roxana	Kennedy Business	Kennedy Business
Pastore-Quezada	Paula	Driggs Gr 1	Driggs Gr 1
Peralta	Jacqueline	Sprague Gr 3	Sprague Gr 3
Perez	Eric	Washington & Regan Split PE/Health	Washington & Regan Split PE/Health
Perkins	Christopher	Kennedy Computer Education	Kennedy Computer Education
Piggott	Taylor	Wendell Guidance Counselor	Wendell Guidance Counselor
Power	Stephanie	Wallace ESL	Wallace ESL
Proulx	Sarah	State Street Literacy Facilitator Elem.	State Street Literacy Facilitator Elem.
Ramnath	Vikaash	Districtwide SLP	Districtwide SLP
Riddick	DeAndre	Wilby ELA	Wilby ELA
Rolon	Margarita	WSMS Guidance Counselor	WSMS Guidance Counselor
Roth	Ellen	Wilby Special Ed	Wilby Special Ed
Sabino Urena	Erica	International Dual Language Pre-K English	International Dual Language Pre-K English
Salverino	Yesika	Crosby World Language - Spanish	Crosby World Language - Spanish
Sanchez	Maria	Kennedy Guidance Counselor	Kennedy Guidance Counselor
Sazo	Gustavo	Wilby Math	Wilby Math
Schwartz	Fatima	Districtwide Social Worker	Districtwide Social Worker
Senan	Naseem	Regan Gr 5	Regan Gr 5
Sgambati	Sheyenne	Sprague School Counselor	Sprague School Counselor
Sincuir	Sylvia	Wilby ELA	Wilby ELA
Smith	Leah	Wallace Math Gr 8	Wallace Math Gr 8
Smith	Meriah	Carrington Gr 4	Carrington Gr 4
Snyder	Raymond	Wallace Science Gr 8	Wallace Science Gr 8
Soeprasetyo	Preston	Wilby Business – Teaching Ed Rising	Wilby Business – Teaching Ed Rising

Sterling	Loraine	Crosby ELA	Crosby ELA
Stevenson	Melissa	Hopeville Gr K	Hopeville Gr K
Stolfi	Christine	Kennedy Special Ed - STEP 2 NVCC Program	Kennedy Special Ed - STEP 2 NVCC Program
Taft	Nancy	Wilby Social Studies	Wilby Social Studies
Tonner	Gina	Bunker Hill Gr 3	Bunker Hill Gr 3
Torres-Dozier	Bianca	Districtwide Social Worker	Districtwide Social Worker
Tucker	Alexis	International Dual Language Gr 1 English	International Dual Language Gr 1 English
Tuttle	Heidi	Wilby ELA	Wilby ELA
Velez	Crystal	Crosby Science - Chemistry	Crosby Science - Chemistry
Veneziano	Ellen	Crosby Math	Crosby Math
Vidal	Nelly	International Dual Language School Biliteracy Coach	International Dual Language School Biliteracy Coach
Walsh	Conor	Wilson Special Ed - BDLC	Wilson Special Ed - BDLC
Williams	Richard	Wallace Math Gr 6	Wallace Math Gr 6
Zaghloul	Samar	Bucks Hill Gr 1	Bucks Hill Gr 1
Zaino	Anthony	NEMS ELA Gr 7	NEMS ELA Gr 7
Zappone	Evette	Wilby Special Ed	Wilby Special Ed
Zold	Kristine	Sprague Special Ed	Sprague Special Ed
<u>Name</u>		<u>From:</u>	<u>To:</u>
Albanese	Thomas	Washington Gr 4	Washington Gr 2
Bouteiller	Jessica	Wilson Gr 4	Rotella Gr 5
Carpenter	Ryan	NEMS ELA Gr 8	Wendell ELA MS Gr 6-8
Cassidy	Haley	Rotella Gr 4	Rotella Special Ed
Cavanaugh	Ellon	State Street Art	Crosby Art
Cruess	Steven	Bunker Hill Gr 5	WSMS Science Gr 6
DeMatteis	Jennifer	Bunker Hill Literacy Facilitator	Washington/International Split Literacy Facilitator
DeSantis	Paula	KHS FCS - Home Economics	WCA Human Services
Deveau	Heather	KHS Tech Ed – Video Prod.	KHS Tech Ed - Construction
Fitzgerald	Molly	Kingsbury Gr 4	Rotella Gr 4
Machado	Mary	Generali Gr 1	Rotella Gr K
Mecca	Kaylie	Sprague Gr 4	Maloney Gr 1
Mirto	Selma	Wilson Gr 1	Tinker Gr K
O'Donnell	Patricia	Chase Literacy Title I	Sprague Literacy Facilitator
Palmer	Christina	Carrington Gr 1	Carrington Gr 5
Raidhi	Ariola	Walsh Gr 1	Walsh Literacy Title I
Rivera	Michael	Carrington Art	WAMS Art-Visual
Scarborough	Tracy	Regan Gr 5	Carrington Gr 1
St. Germain	Lauren	Kingsbury Gr 3	Driggs Literacy Facilitator
Stasaitis	Heather	Sprague Gr K	Rotella Gr K
Tramontanis	Brittany	Tinker Gr 3	Tinker Gr 5
Vaccaro	Blair	Crosby ELA	WCA ELA
Zinno	Amanda	Wilson Gr 1	Tinker Gr K

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.5

January 19, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Vega, Betzaida	WCA/Wilson ESL	06/30/23
Colgan, Mary J.	NEMS Physical Ed/Health	06/30/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.6

January 19, 2023

To the Board of Education
Waterbury, CT

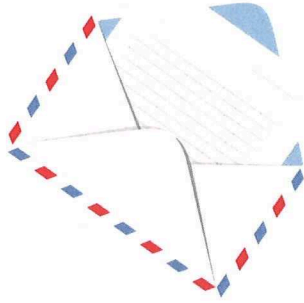
Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Davis, Jenkins	KHS Special Education	02/06/23
DeRario, Erin	Tinker Grade 5	12/22/22
Guerin, Sarah	Reed Grade 4	01/20/23
Koeppel, Denise	Kingsbury	12/19/22 (AWOL)
Mason, Kayla	Hopeville Grade 1	12/23/22
Procyk, Pamela	Regan School Counselor	12/21/22 (change)

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools



COMMUNICATIONS



January 4, 2023 through
January 17, 2023

REGULAR BOARD OF EDUCATION MEETING, December 15, 2022

RE: Mary S. White

Charles L. Stango
Reside at 136 Arden Road Waterbury

Good evening President Sweeney,
Vice president Hernandez
Secretary Serrano-Adorno
Honorable members of the Board
Superintendent Dr. Ruffin

I come here tonight to to address you regarding workshop agenda Item #1 from November 3rd, 2022. That being the naming of the New Wendell Cross School Library in honor of Mary S. White.

Please know from the outset that I fully support that naming and encourage you to vote yes on the resolution when it comes before you in a few weeks. I would like to tell you why I endorse it, through my lens of almost 50 years.

If you didn't know Mary White, I wish you did. If you did know her you were fortunate indeed.

I first met Mary over fifty years ago. I was a new Industrial Arts teacher assigned to Wendell Cross School which was a K-8 school at that time. Mary was a parent of seven children, she was there on Parent Night checking in on their classes and teachers. I'm not sure how many of her kids were students at the school at that time, but I suspect it was more than a couple.

Usually parents got involved with there children's subject teachers and never really had time to visit their special teachers. Somehow Mary found the time to check in with me..... She introduced herself, she wanted to know what I planned to do with the class, what was the curriculum, what were the desired outcomes and a few more probing questions. Now Mary was a very formidable presence despite her size, so I took a breath and sailed into answering her questions. She listened intently and simply said, "well that's all very interesting". I was relieved she had no follow up questions. Then she told me that if her son ever gave me any trouble to send a note home with him and she would handle it.

Certainly there was never an issue and I never had to. I often think of that and smile..... send a note home with her son! Like it would ever get there! Most kids would have given it a ceremonial burning in the storm sewer on the way home. I know now that

would never happen. Not in the White household, not where Mary White was in charge, they would never dare.

I met up with Mary again a few years later. This time at West Side Middle School. I was assigned to teach Technology Education there and she was hired to be a Special Education Aid. West Side had just opened and had a large staff. Mary quickly made herself known and became a valued member of the West Side workforce. Everyone soon became aware of her student interaction skills. She knew how to put out fires and defuse situations. It was amazing to watch her marching her group through the halls to the cafe or a class, all the while speaking in quiet tones in a calm matter of fact way. She would say something to each one giving life lessons like tie your shoe, or tuck in your shirt, or pull up your pants, or just telling someone to smile more. Mary was well respected at West Side, and often called on to help in difficult situations. She was a great asset to the school. She treated each student as she would her own child.

I would like to add here that Mary was extremely involved with volunteerism. She was a true Waterburian. A life long resident and active in many organizations. Mary was dedicated to any project she undertook. Early on she was involved in the Wendell Cross community and school because she wanted to make a difference wherever she was. She was very active in the PTA and was an early proponent of building a gym onto the old Wendell Cross School. She worked hard on that project and sure enough Wendell Cross got their gym.

Mary had a strong commitment to reading and children's libraries. An interesting project she took on was to provide books to those libraries. Mary would get in her car and drive around collecting books from people who called her, take them home, sort them out and then deliver them to school libraries in need. This project alone would merit her name on any school library.

I probably got to know Mary best through our work on the Board of Education. Mary served on the Board for seventeen years. She served as Vice President, President, and then Vice President again. For many years Mary was assigned to the Building Committee. During her tenure on the Board Waterbury planned for and built seven new schools and three or four new high school replacement libraries and additions. Surely these were exciting and heady times in the world of Board work and Mary embraced the work whole heartily. She also served on the selection committees for at least four superintendents.

I came onto the Board about midway through Mary's tenure. Because I knew her I considered her an unofficial mentor. I was able to check in with her for a short hash. She was calm and handled things very level tempered. She thought deeply about issues that came before the Board and always put the students first. I tried to watch and learn.

I never really knew where she was going on a vote until she got there. People had to be patient if they were waiting for clues on her intentions.

It is said that good advice is free but bad advice comes at a cost. As a Board member I sought Mary's good advice. She advised me to always put the students first and stay true to my beliefs. She added read the back up, listen carefully, contemplate, add to the discussion, however staying silent is always a good option.

So by extension of her advice, what better lesson is there for students entering the Mary S. White Library? What better legacy to leave students is there than to READ, LISTEN, THINK, DISCUSS, and it's ok to just be still.

So when it comes to a vote of the Board next month, I urge you to vote in favor of the resolution to honor a great lady by naming the Library at the new Wendell Cross School - The Mary S. White Library.

Thank you....



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 20, 2022

Neil Mulhall
78 Madera Dr.
Waterbury, CT 06704

Dear Mr. Mulhall:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2022831) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 5, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 5, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

December 20, 2022

Willie Jones
137 Townsend Ave.
Waterbury, CT 06705

Dear Mr. Jones:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2022835) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 5, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be December 29, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

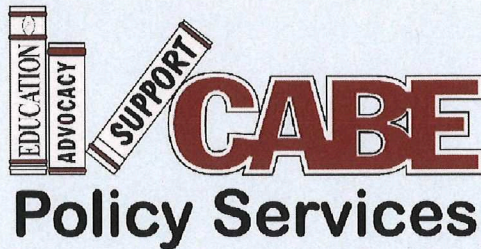
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. Konopka, School Inspector
file

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of Policy Highlights <noreply@cabe.myenotice.com>
Sent: Friday, January 6, 2023 7:01 AM
To: Carrie Swain
Subject: CABA Policy Highlights 1-4-2023

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.



CABE Policy Highlights

Conrad Vahlsing, Senior Staff Attorney

January 6, 2023

Volume 22 Issue 14

The topic for Issue 14 of the CABE Policy Highlights is **FAFSA Completion, Related Resources, and a Policy Mandate.**

A link to CABE's sample FAFSA Completion Program policy is included in this issue of the Policy Highlights.

Please click this link to download the PDF version of this Policy Highlights.

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
Phone 860-571-7446 Fax 860-571-7452
www.cabe.org



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Connecticut Association of Boards of Education

Conrad Vahlsing, Senior Staff Attorney

PRESENTS POLICY HIGHLIGHTS

January 6, 2023

Volume 23 – Issue #14

FAFSA Completion, Related Resources, and a Policy Mandate: The start of a new calendar year means that Connecticut's latest "FAFSA Month" has ended. But while the catchy-named month is over, the task of preparing high school seniors for postsecondary education is not.

For board members and administrators who do not know what FAFSA Month is, since 2019, state statute has designated the month of December with said name. The law is Section 10a-11f, which is a part of Title 10a, the statutes related to our state higher education system, and not to be confused with Title 10, which are the primary statutes for K-12 education.

FAFSA Month is essentially a charge for the Board of Regents for Higher Education to increase the number of FAFSA applications by Connecticut students. The law requires the Board of Regents to implement regional programs each December to assist high school seniors and their families with completing the FAFSA (the Free Application for Federal Student Aid).

Besides FAFSA Month, there are two important state FAFSA resources to note. First, the Connecticut State Department of Education (CSDE) has a webpage dedicated to a variety of information about the FAFSA, at: <https://portal.ct.gov/SDE/Performance/FAFSA-Completion>. This site contains information about the CT College Bound Initiative and the 2022-23 FAFSA Challenge, among other programs, as well as information about the application itself.

The CT College Bound Initiative is a partnership among several organizations that provides free in-person and virtual workshops on completing the FAFSA. The schedule of workshops can be found at: fafsact.org. These workshops are not limited to the month of December and continue into the new year.

The FAFSA Challenge is a program that offers "microgrants, training, and other resources" regarding the FAFSA, but is a limited program as it is only open to certain eligible high schools. More information, including a list of the eligible schools for 2022-23, can be found at the previously mentioned: <https://portal.ct.gov/SDE/Performance/FAFSA-Completion>.

The second important FAFSA resource is the state EdSight webpage that contains FAFSA completion rates, including data for districts and individual schools, as well as for the state overall. The data can be found here: <https://edsight.ct.gov/relatedreports/FAFSACompletionReport.html>.

New for the 2022-23 school year, districts are mandated to have a policy on increasing FAFSA completion rates. The requirement was contained in Public Act 21-199 and states that local and regional boards must adopt such a policy by July 1, 2022.

This policy must speak to improving FAFSA completion rates among grade 12 students or students in adult education programs. Boards may accept gifts, grants and donations, including in-kind donations, in order to effectuate the content of the policy.

As to what strategies or programs to increase FAFSA completion rates may be outlined in such a policy, CAFE's relevant sample policy (#6148) contains eighteen possible strategies and considerations.

Here are the first ten, as an excerpt:

1. Design FAFSA completion initiatives according to the target population's needs. Low-income students, English-Language students, homeless students, foster youth, and first generational youth should be the center of this initiative.
2. Establish and maintain strong partnerships with as many stakeholders as possible, with multiple organizations to assist.
3. Make the completion process a component of graduation. Provide a parental opt-out so that no one is denied a diploma.
4. Incorporate financial aid training into the existing curriculum.
5. Provide individualized meeting between students and staff.
6. Collect and monitor appropriate data to identify which students are not completing applications and target extra support to them.
7. Build trusting relationships with parents and the community in order to ensure students and their families feel comfortable in filling out the forms.
8. Design systems, tools and events focusing on students who might otherwise not complete an application.
9. Provide a network of resources to support school counselors and teachers.
10. Start raising awareness about FAFSA early, prior to senior year.

As to why simply completing the FAFSA is of such importance, there is an association between FAFSA completion rates and college enrollment rates (see the aforementioned EdSight FAFSA completion rates webpage). Students and parents may not even attempt the application because of a variety of reasons, including lack of awareness of the FAFSA, hesitancy to provide the information it seeks, or a possibly wrong presumption that they may not be eligible for federal financial assistance. This new mandated policy is another tool districts will have to increase the chances for its students to continue with postsecondary education.

As a final note specific to alliance districts, the same PA 21-199 that mandated this new policy allows alliance districts to include the goal of implementing the provisions of these policies in its application to the Commissioner of Education for alliance districts funds.

Here is a link to CAFE's sample FAFSA Completion Program policy:

- [#6148 – FAFSA Completion Program](#)

Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Wednesday, January 11, 2023 8:52 AM
To: Tim Moynahan
Subject: How DEI Is Supplanting Truth as the Mission of American Universities
Attachments: MinuteMan.jpg

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Articles like the attached which delineate the decline of the search for truth(Veritas) in our bastions of higher education keep me awake at night. I think we owe it to Providence College to ask for an explanation of the details of their Department of DEI. I think it's a two-way street and that PC owes us(current and future students and all graduates) regular reports that reveal how the mission of the college is being implemented by its DEI and if and how it enters classrooms to dictate what is taught.

From what I have read about similar Departments throughout the country we are right to be concerned that an ideology repugnant to free speech has been fostered for too long and is growing rapidly.

We can neither grasp the particulars or fully comprehend what is being promulgated by a single responsive letter from administration, or a solitary article, or a soft answer. We should know as much about this Department, its leadership and staff members, as we do about our Athletic Department and its basketball team.

I appreciate the barrage of information that is transmitted to us recording every sneeze of even a bench player. It's good for Friar cohesion to have a rooting interest in the games our athletes play but it appalls me when it appears as a distraction from the more critical issues I'm addressing.

It is ludicrous not to provide the same level of information about DIE on campus as the inundations regarding the sporting life.

I am so alarmed by the contents of the accompanying article that I seek assurances that our college has not fallen prey to the same destructive tendencies and practices flourishing in other colleges and universities across the land. (I imagine countless others share my concerns.)

I believe the integrity of the College depends upon an open discussion concerning the elements that constitute the pursuit of DIE and whether all or any of its initiatives serve to further educative purposes, consistent with our shared values, such as the bolstering of truth, or are being used as a propaganda tool to instill the tenets of an insidious ideology, which includes the dividing of society between victims and oppressors and the sinister doctrine of white supremacy

This is my reflexive reaction from reading the referenced article which prompts me to record my dismay on the subject of critical race theory which has long plagued me.

I'm convinced we should examine the Department of DEI together to achieve transparency in an earnest and unambiguous way, thereby fully understanding its purpose and practice. Certainly, I don't possess sufficient knowledge to opine in a positive or negative fashion and, unless I am an outlier, I expect countless of my fellow Friars are similarly situated.

Simply put, I want to know as much about the classroom as I do about the hardwood.... and cheer enthusiastically for both.

I am posting this to encourage all recipients to make the same inquiry of your respective Colleges and Universities. We are sentinels on the front line of liberty. It is incumbent not to be silent but to become pro-active without further delay.

<https://www.thefp.com/p/how-dei-is-supplanting-truth-as-the>

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Thank You

for being a part of the Waterbury Community.
The partnership between the citizens,
businesses & community organizations is
critical to ensure the quality of life in our city.
Our work together is an essential requirement for
the preservation of our neighborhoods & the
revitalization of the City of Waterbury.

Arthur J. Denze, Jr., PRES. WNC

www.facebook.com/WaterburyNeighborhoodCouncil

Established Since September 1994





Doreen Biolo

Chief Financial Officer

(203) 574-8280

dbiolo@waterbury.k12.ct.us

Date: January 12, 2023

To: Board of Education Commissioners

From: Doreen A. Biolo, Chief Financial Officer

Subject: Financial Audit Reports for Year Ended June 30, 2022

Please find attached the City's Comprehensive Financial Report, State & Federal Single Audits Reports and the Audit Communication Letter.

Once again, there are no findings or questioned costs in the State and Federal Grant Reports.

I would like to commend the School Business Office Staff, Special Education, and Consolidated Grants Staff for their diligence and achievement.

Attachments (4)

*c: Dr. Verna D. Ruffin, Superintendent of Schools
Darren M. Schwartz, Interim Deputy Superintendent
Linda Riddick Barron, Supervisor of Grants
Miguel Pabon, Director of Pupil Services
File*



OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: December 29, 2022

To: Mayor Neil M. O'Leary
Paul Pernerewski, President, Board of Aldermen
Members, Board of Aldermen
Members, Financial Audit & Review Commission

From: Michael LeBlanc, Director of Finance *MSL*

Subject: **Financial Audit Reports for the Fiscal Year Ended June 30, 2022**

The enclosed reports have been issued in conjunction with the completion of the City's financial statement audit for the fiscal year ending June 30, 2022:

- **Annual Comprehensive Financial Report (ACFR)**
- **State Single Audit Report**
- **Federal Single Audit Report**
- **Audit Communication Letter**

The Independent Auditor has issued an unqualified opinion on the City's 2022 Annual Comprehensive Annual Financial Report (ACFR) representing that in their opinion, "The financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Waterbury, Connecticut, as of June 30, 2022".

The City's prior year 2021 ACFR was awarded the "Certificate of Achievement for Excellence in Financial Reporting" (certificate included on page xxii of this year's 2022 ACFR) representing receipt of the certification for the fifteenth consecutive year. The Certificate of Achievement is the highest form of recognition provided for in the area of governmental accounting and financial reporting. Its attainment represents a significant accomplishment by the City's Department of Finance.

The City's current 2022 ACFR has been submitted to the national Government Financial Officer's Association (GFOA) for certification.

The enclosed reports have been timely filed with the State's Office of Policy and Management and the State Department of Education.

The following general overview is provided for each of the issued reports:

2022 – ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

CAFR Report Sections:

- The Transmittal Letter (*Pages iii to xxi*) provides a comprehensive current overview of the City "The Reporting Entity" on topics pertaining to economic development, financial policies & initiatives and debt management.
- Independent Auditors' Report – Unqualified Opinion issued on the City's 2022 Comprehensive Annual Financial Report (*Pages 1-4*).
- Management's Discussion & Analysis (*Pages 5-20*). Provides detailed financial analysis of the City's financial activities reported on a government-wide full accrual basis of accounting along with summary financial analysis on the City's governmental and proprietary funds.
- Basic Financial Statements begin on Page 22.
 - Government-Wide Financials (*Pages 22 & 23*)
 - Governmental Fund Financials (*Pages 24 to 27*)
 - Proprietary Funds: Water, Utility Administration & WPC Enterprise Financials and the City's combined Self-Insured Internal Service Fund Financials (*Pages 28, 29 & 30*)
 - Pension Trust & Agency Fund Financials (*Pages 31 & 32*)
- The Notes to the Financial Statements begin on Page 33.
- Required Supplementary Information schedules for the General Fund, Pension Fund/Pension Liabilities and OPEB Liabilities begin on Page 85.
- Combining & Individual Fund Statements and Schedules begin on Page 97.
- Statistical Section Information schedules reporting on financial trends, revenue capacity, debt capacity, demographic and economic information and operating information begins on Page 113.

The City's General Fund - Financial Analysis Overview:

- As of June 30, 2022, the City's General Fund reported a total fund balance of \$26.1 million representing an increase of \$1.1 million over the prior year's fund balance. The General Fund unassigned component of fund balance is \$23.1 million with \$3 million assigned to the fiscal year 2023 Budget. The \$26.1 million total fund balance reserve represents 6.1% of the City's FY2022 appropriations budget of \$425.0 million.
- The General Fund's budgetary results of operations are reported in the General Fund Budget & Actual Schedules RSI-1 & RSI-2 (*Pages 85-88*). Revenues were \$2.0 million more than the budgeted amount of \$422.0 million. Actual expenditures were \$5.9 million less than appropriated amounts providing for a net budgetary based surplus of \$7.9 million. The \$7.9 million budgetary surplus ensured that no portion of the \$3.0 million designation of fund balance was used, allowed for year-end surplus transfers of \$3.8 million and provided for a realized surplus of \$1.1 million added to the fund balance "raining day fund" reserve. The \$3,840,000 in fiscal-year end transfers was approved by the Board of Aldermen on September 19, 2022. Included in the year end transfers was \$2.5 million for capital improvement projects, \$1.0 million for Waterbury Promise and \$375,000 for other special revenue program purposes.
- The City again designated \$3.0 million of fund balance towards the current FY2023 Budget to reduce the revenue requirement to be raised from property taxes.

2022 - STATE SINGLE AUDIT REPORT

- The Independent Auditor has issued an opinion that the City of Waterbury, complied, in all material respects, with the compliance requirements described in the Office of Policy and Management Compliance Supplement that were applicable to each of the City's major programs subject to compliance testing requirements as part of the FY2022 Audit.
- No findings or questioned costs are reported related to tested State awards.
- The Schedule of Expenditures of State Financial Assistance reports that the City received/expended \$235.9 million in State assistance for the fiscal year ending June 30, 2022. That amount represents a combination of State revenues recorded in the City's General Fund as well as State grants and reimbursements recorded in the City's special revenue programs and school construction capital projects. Education assistance totaled \$178.3 million or 75.6% of total State assistance.

2022- FEDERAL SINGLE AUDIT REPORT

- The Independent Auditor has issued an opinion that the City of Waterbury, complied, in all material respects, with the compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that were applicable to each of the City's major programs subject to compliance testing requirements as part of the FY2022 Audit.
- No findings or questioned costs are reported related to tested Federal awards.
- The Schedule of Expenditures of Federal Financial Assistance reports that the City received/expended \$72.1 million in Federal assistance for the fiscal year ending June 30, 2022. That amount represents a combination of Federal program grants and reimbursements that are for the most part recorded in the City's special revenue program funds.

2022 - Report on Internal Control over Financial Reporting (Included within both State & Federal Single Audit Reports)

- The Report on Internal Control over Financial Reporting letter can be found in both the State and Federal Single Audit Reports.
- The Independent Auditor did not identify any reportable deficiencies in the City's internal controls over financial reporting. Additionally, the Independent Auditor did not identify any instances of noncompliance or other matters that would be required to be reported under *Governmental Auditing Standards*.
- A separate management letter has not been issued.

2022 - Audit Communication Letter

- Professional standards require the Independent Auditor to provide the City with various written communications regarding information about the audit process and the Auditor's related responsibilities.

Please feel free to contact me at mleblanc@waterburyct.org or at (203) 574-6840 should you have any questions or would like to further discuss.

CITY OF WATERBURY, CONNECTICUT
STATE SINGLE AUDIT REPORT
YEAR ENDED JUNE 30, 2022



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**CITY OF WATERBURY, CONNECTICUT
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**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
STATE PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE,
AND REPORT ON THE SCHEDULE OF EXPENDITURES OF STATE
FINANCIAL ASSISTANCE REQUIRED BY THE STATE SINGLE AUDIT ACT**

Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut

Report on Compliance for Each Major State Program

Opinion on Each Major State Program

We have audited the City of Waterbury, Connecticut's compliance with the types of compliance requirements identified as subject to audit in the Office of Policy and Management's *Compliance Supplement* that could have a direct and material effect on each of the City of Waterbury, Connecticut's major state programs for the year ended June 30, 2022. The City of Waterbury, Connecticut's major state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of Waterbury, Connecticut complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major state programs for the year ended June 30, 2022.

Basis for Opinion on Each Major State Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the State Single Audit Act (C.G.S. Sections 4-230 to 4-236). Our responsibilities under those standards and the State Single Audit Act are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of Waterbury, Connecticut and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major state program. Our audit does not provide a legal determination of the City of Waterbury, Connecticut's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City of Waterbury, Connecticut's state programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City of Waterbury, Connecticut's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the State Single Audit will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City of Waterbury, Connecticut's compliance with the requirements of each major state program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the State Single Audit Act, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City of Waterbury, Connecticut's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the City of Waterbury, Connecticut's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the State Single Audit Act, but not for the purpose of expressing an opinion on the effectiveness of the City of Waterbury, Connecticut's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the State Single Audit Act. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of State Financial Assistance Required by the State Single Audit Act

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Waterbury, Connecticut and the related notes to the financial statements, which collectively comprise the City of Waterbury, Connecticut's basic financial statements as of and for the year ended June 30, 2022, and have issued our report thereon dated December 7, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of state financial assistance is presented for purposes of additional analysis as required by the State Single Audit Act and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of state financial assistance is fairly stated in all material respects in relation to the basic financial statements as a whole.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

West Hartford, Connecticut
December 7, 2022

**CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
YEAR ENDED JUNE 30, 2022**

State Grantor/Pass-Through Grantor/ Program Title	State Grant Program Core-CT Number	Passed Through to Subrecipients	Expenditures
Department of Education			
Primary Mental Health	11000-SDE64370-12198	\$	\$ 24,037
Commissioner's Network	11000-SDE64370-12547		2,935,000
Talent Development	11000-SDE64370-12552		36,999
Family Resource Centers	11000-SDE64370-16110		203,300
Child Nutrition State Match	11000-SDE64370-16211		50,894
Health Foods Initiative	11000-SDE64370-16212		225,219
Adult Education	11000-SDE64370-17030		2,174,703
Health & Welfare - Private School Pupil	11000-SDE64370-17034		283,458
Alliance District	11000-SDE64370-17041-82164		43,605,615
Bilingual Education	11000-SDE64370-17042		176,711
Priority School Districts	11000-SDE64370-17043-82052		1,974,717
School Breakfast Program	11000-SDE64370-17046		74,171
Magnet Schools	11000-SDE64370-17057		8,498,574
After School Programs	11000-SDE64370-17084		491,884
Extended School Hours	11000-SDE64370-17108		315,194
School Accountability	11000-SDE64370-17109		373,461
Total Department of Education		-	61,443,937
Department of Social Services			
Medicaid	11000-DSS60000-16020		570,971
Total Department of Social Services		-	570,971
Connecticut State Library			
Connecticard Payments	11000-CSL66051-17010		780
Historic Document Preservation	12060-CSL66094-35150		10,500
Total Connecticut State Library		-	11,280

See accompanying Notes to Schedule of Expenditures of State Financial Assistance.

CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE (CONTINUED)
YEAR ENDED JUNE 30, 2022

State Grantor/Pass-Through Grantor/ Program Title	State Grant Program Core-CT Number	Passed Through to Subrecipients	Expenditures
Department of Administrative Services			
Alliance District General Improvements	12052-DAS27635-43651	\$ _____	\$ _____ 1,885,082
Total Department of Administrative Services		_____ -	_____ 1,885,082
Department of Energy and Environmental Protection			
Municipal Loan - Land Acquisition	12052-DEP43153-43615		38,833
Public/Education/Government Programming	12060-DEP44620-35363		23,638
Community Conservation and Development	13019-DEP43153-41239		119,450
Naugatuck River Greenway - Phase I	12060-DEP43530-35169	_____	_____ 401,833
Total Department of Energy and Environmental Protection		_____ -	_____ 583,754
Department of Transportation			
Town Aid Road Grants - Municipal	12052-DOT57131-43455		521,067
Town Aid Road - STO	13033-DOT57131-43459		521,068
Lets Go CT Ramp-Up Program	13033-DOT57551-43667		372,547
Roadmap of CT Economic Future	13033-DOT57171-43115		35,800
Local Transportation Capital Improvement Program	13033-DOT57197-43584		2,225,770
Local Bridge Program	13033-DOT57191-43458	_____	_____ 116,096
Total Department of Transportation		_____ -	_____ 3,792,348
Department of Public Health			
Local & District Departments Of Health	11000-DPH48558-17009		106,614
Needle & Syringe Exchange Program	12004-DPH48852-12100		38,686
Aids Services	12004-DPH48852-12236		232,163
Aids Services	12004-DPH48854-12236		82,772
		_____	_____ 314,935
Total Department of Public Health		_____ -	_____ 460,235

See accompanying Notes to Schedule of Expenditures of State Financial Assistance.

CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE (CONTINUED)
YEAR ENDED JUNE 30, 2022

State Grantor/Pass-Through Grantor/ Program Title	State Grant Program Core-CT Number	Passed Through to Subrecipients	Expenditures
Department of Emergency Services and Public Protection			
Drug Asset Forfeiture Revenue Account	12060-DPS32155-35142	\$ _____ \$	\$ _____ 144,994
Total Department of Emergency Services and Public Protection		_____ -	_____ 144,994
Office of Early Childhood			
Child Care Quality Enhancement	11000-OEC64845-16158		75,641
Early Care and Education	11000-OEC64845-16274	7,615,571	10,083,439
ARPA - Discretionary	12060-OEC64845-29646	_____	_____ 250,000
Total Office of Early Childhood		_____ 7,615,571	_____ 10,409,080
Office of Policy and Management			
Reimbrs Property Tax Disability Exemption	11000-OPM20600-17011		17,477
Prop Tax Relief For Veterans	11000-OPM20600-17024		89,471
Tiered PILOT	11000-OPM20600-17111		6,926,679
Local Capital Improvement Program	12050-OPM20600-40254		2,219,794
Municipal Grant-In Aid	12052-OPM20600-43587		5,870,240
MRSA - Tiered PILOT	12060-OPM20600-35691		2,461,492
Body Cam Reimbursement Grant	12052-OPM20000-43670	_____	_____ 430,384
Total Office of Policy and Management		_____ -	_____ 18,015,537
Economic and Community Development			
Urban Action Grant - Passed Through Waterbury Development Corporation	13019-ECD46250-41240	_____	_____ 1,174,102
Total Economic and Community Development		_____ -	_____ 1,174,102
Total State Financial Assistance Before Exempt Programs		_____ 7,615,571	_____ 98,491,320

See accompanying Notes to Schedule of Expenditures of State Financial Assistance.

CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE (CONTINUED)
YEAR ENDED JUNE 30, 2022

State Grantor/Pass-Through Grantor/ Program Title	State Grant Program Core-CT Number	Passed Through to Subrecipients	Expenditures
Exempt Programs			
Department of Education			
Education Cost Sharing	11000-SDE64370-17041-82010	\$	\$ 114,085,905
Excess Cost - Student Based	11000-SDE64370-17047		<u>2,746,797</u>
Total Department of Education		<u>-</u>	<u>116,832,702</u>
Department of Administrative Services			
School Construction Progress	13010-DAS27635-43744		<u>4,649,441</u>
Total Department of Administrative Services		<u>-</u>	<u>4,649,441</u>
Office of Policy and Management			
Municipal Revenue Sharing	11000-OPM20600-17102		3,284,145
Municipal Transition	11000-OPM20600-17103		7,747,981
Municipal Stabilization Grant	11000-OPM20600-17104		2,298,414
Mashantucket Pequot and Mohegan Fund Grant	12009-OPM20600-17005-13045		<u>2,637,435</u>
Total Office of Policy and Management		<u>-</u>	<u>15,967,975</u>
Total Exempt Programs		<u>-</u>	<u>137,450,118</u>
Total State Financial Assistance		<u>\$ 7,615,571</u>	<u>\$ 235,941,438</u>

See accompanying Notes to Schedule of Expenditures of State Financial Assistance.

CITY OF WATERBURY, CONNECTICUT
NOTES TO SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying schedule of expenditures of state financial assistance (the Schedule) includes the state grant activity of the City of Waterbury, Connecticut, under programs of the state of Connecticut for the year ended June 30, 2022. Various departments and agencies of the state of Connecticut have provided financial assistance through grants and other authorizations in accordance with the General Statutes of the state of Connecticut. Because the Schedule presents only a selected portion of the operations of the City of Waterbury, Connecticut, it is not intended to, and does not, present the financial position, changes in fund balance, changes in net position or cash flows of the City of Waterbury, Connecticut.

Basis of Accounting

The accounting policies of the City of Waterbury, Connecticut, conform to accounting principles generally accepted in the United States of America as applicable to governmental organizations. The information in the Schedule is presented based upon regulations established by the state of Connecticut, Office of Policy and Management.

Expenditures reported on the Schedule are presented on the modified accrual basis of accounting. In accordance with Section 4-236-22 of the Regulations to the State Single Audit Act, certain grants are not dependent on expenditure activity and, accordingly, are considered to be expended in the fiscal year of receipt. These grant program receipts are reflected in the expenditures column of the Schedule.

NOTE 2 LOAN PROGRAMS

In accordance with Section 4-236-23(a)(4)(F) of the Regulations to the State Single Audit Act, the notes to the schedule of expenditures of state financial assistance shall include loans and loan activities. The following is a summary of the various loan program activity for the year ended June 30, 2022:

Department of Energy and Environmental Protection

Clean Water Funds (Reported in Thousands):

	Issue Date	Interest Rate	Original Amount	Balance Beginning	Issued	Retired	Balance Ending
CWF Note (344-C)	10/30/2002	2.00	\$ 11,547	\$ 574	\$ -	\$ 574	\$ -
CWF Note (351-C)	11/30/2003	2.00	2,424	270	-	146	124
CWF Note (351-C1)	5/30/2004	2.00	2,953	336	-	181	155
CWF Note (351-CD1)	11/30/2005	2.00	544	66	-	36	30
CWF Note (677-DC)	11/30/2020	2.00	15,458	15,082	-	656	14,426
Total			<u>\$ 32,926</u>	<u>\$ 16,328</u>	<u>\$ -</u>	<u>\$ 1,593</u>	<u>\$ 14,735</u>

CITY OF WATERBURY, CONNECTICUT
NOTES TO SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
JUNE 30, 2022

NOTE 2 LOAN PROGRAMS (CONTINUED)

Department of Public Health:

Drinking Water State Revolving Fund (DWSRF Program) (Reported in Thousands):

	Issue Date	Interest Rate	Original Amount	Balance Beginning	Issued	Retired	Balance Ending
DWSRF #2017-7052	5/31/2018	2.00	\$ 953	\$ 738	\$ -	\$ 42	\$ 696
DWSRF #2019-7060	9/30/2020	2.00	2,570	2,489	-	111	2,378
Total			<u>\$ 3,523</u>	<u>\$ 3,227</u>	<u>\$ -</u>	<u>\$ 153</u>	<u>\$ 3,074</u>



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Waterbury, Connecticut, as of and for the year ended June 30, 2022 and the related notes to the financial statements, which collectively comprise the City of Waterbury, Connecticut's basic financial statements, and have issued our report thereon dated December 7, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Waterbury, Connecticut's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Waterbury, Connecticut's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Waterbury, Connecticut's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Waterbury, Connecticut's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Waterbury, Connecticut's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Waterbury, Connecticut's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

West Hartford, Connecticut
December 7, 2022

**CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2022**

Section I – Summary of Auditors’ Results

Financial Statements

1. Type of auditors’ report issued: Unmodified
2. Internal control over financial reporting:
 - Material weakness(es) identified? _____ yes x no
 - Significant deficiency(ies) identified? _____ yes x none reported
3. Noncompliance material to financial statements noted? _____ yes x no

State Financial Assistance

1. Internal control over major programs:
 - Material weakness(es) identified? _____ yes x no
 - Significant deficiency(ies) identified? _____ yes x none reported
2. Type of auditors’ report issued on compliance for major programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with Section 4-236-24 of the Regulations to the State Single Audit Act? _____ yes x no

The following schedule reflects the major programs included in the audit:

State Grantor and Program	State Core-CT Number	Expenditures
Adult Education	11000-SDE64370-17030	\$ 2,174,703
Alliance District	11000-SDE64370-17041-82164	43,605,615
Local Transportation Capital Improvement Program	13033-DOT57197-43584	2,225,770
Early Care and Education	11000-OEC64845-16274	10,083,439
Tiered PILOT	11000-OPM20600-17111/ 12060-OPM20600-35691	9,388,171
Municipal Grant-In-Aid	12052-OPM20600-43587	5,870,240

Dollar threshold used to distinguish between Type A and Type B programs: \$ 1,969,826

**CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2022**

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Findings and Questioned Costs – State Financial Assistance

Our audit did not disclose any matters required to be reported in accordance with the State Single Audit Act.

**CITY OF WATERBURY, CONNECTICUT
FEDERAL SINGLE AUDIT REPORT
YEAR ENDED JUNE 30, 2022**



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**CITY OF WATERBURY, CONNECTICUT
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**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER
COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Waterbury, Connecticut's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City of Waterbury, Connecticut's major federal programs for the year ended June 30, 2022. The City of Waterbury, Connecticut's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of Waterbury, Connecticut complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of Waterbury, Connecticut and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City of Waterbury, Connecticut's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City of Waterbury, Connecticut's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City of Waterbury, Connecticut's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City of Waterbury, Connecticut's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City of Waterbury, Connecticut's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the City of Waterbury, Connecticut's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City of Waterbury, Connecticut's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Waterbury, Connecticut, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Waterbury, Connecticut's basic financial statements, and have issued our report thereon dated December 7, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

West Hartford, Connecticut
December 7, 2022

CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2022

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
United States Department of Agriculture				
<i>Passed Through the State of Connecticut Department of Education:</i>				
Child Nutrition Cluster:				
National School Lunch Program	10.555	Noncash	\$	\$ 826,503
National School Lunch Program	10.555	12060-SDE64370-20560		8,210,712
National School Lunch Program	10.555	12060-SDE64370-23085		1,156,116
School Breakfast Program	10.553	12060-SDE64370-20508		1,851,944
Fresh Fruit and Vegetable Program	10.582	12060-SDE64370-22051		<u>758,529</u>
				12,803,804
Child and Adult Care Food Program	10.558	12060-SDE64370-20518		216,628
Child and Adult Care Food Program	10.558	12060-SDE64370-20544		6,891
Child and Adult Care Food Program	10.558	12060-SDE64370-23089		<u>15,496</u>
				239,015
State Administrative Expenses for Child Nutrition	10.560	12060-SDE64370-23126		333,335
P-EBT Local Admin	10.649	12060-SDE64370-29802		33,114
<i>Direct:</i>				
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	Noncash		4,663,707
<i>Passed Through the State of Connecticut Department of Public Health:</i>				
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	12060-DPH48872-20892		1,077,322
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	12060-DPH48872-21915		<u>4,842</u>
				<u>5,745,871</u>
Total United States Department of Agriculture			<u>-</u>	<u>19,155,139</u>
United States Department of Transportation				
<i>Passed Through the State of Connecticut Department of Transportation:</i>				
Highway Safety Cluster:				
State and Community Highway Safety	20.600	12062-DOT57513-20559		134,238
National Priority Safety Programs	20.616	12062-DOT57513-22600		<u>83,583</u>
				217,821
<i>Passed Through the State of Connecticut Department of Transportation:</i>				
Highway Planning and Construction	20.205	12062-DOT57000-22108		3,067,525
Highway Planning and Construction	20.205	12062-DOT57191-22108		<u>74,521</u>
				3,142,046
Alcohol Open Container Requirements	20.607	12062-DOT57513-22091		<u>76,885</u>
Total United States Department of Transportation			<u>-</u>	<u>3,436,752</u>

See accompanying Notes to Schedule of Expenditures of Federal Awards.

CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED JUNE 30, 2022

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
United States Department of Education				
<i>Passed Through the State of Connecticut Department of Education:</i>				
Special Education Cluster (IDEA):				
Special Education - Grants to States	84.027	12060-SDE64370-20977-2022	\$	\$ 1,405,990
Special Education - Grants to States	84.027	12060-SDE64370-20977-2021		3,517,381
Special Education - Grants to States	84.027	12060-SDE64370-20977-2020		20,000
Special Education - Preschool Grants	84.173	12060-SDE64370-20983-2022		7,821
Special Education - Preschool Grants	84.173	12060-SDE64370-20983-2021		<u>141,853</u>
				5,093,045
COVID 19 - Education Stabilization Fund:				
COVID 19 - ESSERF K-12 Fund	84.425d	12060-SDE64370-29571-2021		4,435,472
COVID 19 - ESSERF K-12 Fund	84.425d	12060-SDE64370-29571-2020		2,851,350
COVID 19 - American Rescue Plan - ESSER	84.425u	12060-SDE64370-29636-2021		<u>4,750,826</u>
				12,037,648
Title I Grants to Local Educational Agencies	84.010	12060-SDE64370-20679-2022		9,676,769
Title I Grants to Local Educational Agencies	84.010	12060-SDE64370-20679-2021		2,432,328
Title I Grants to Local Educational Agencies	84.010	12060-SDE64370-20679-2022		725,592
Title I Grants to Local Educational Agencies	84.010	12060-SDE64370-20679-2021		<u>355,031</u>
				13,189,720
Career and Technical Education - Basic Grants to States	84.048	12060-SDE64370-20742-2022		568,224
Career and Technical Education - Basic Grants to States	84.048	12060-SDE64370-20742-2021		126,783
Career and Technical Education - Basic Grants to States	84.048	12060-SDE64370-20742-2020		<u>50,000</u>
				745,007
Improving Teacher Quality State Grants	84.367	12060-SDE64370-20858-2022		738,437
Improving Teacher Quality State Grants	84.367	12060-SDE64370-20858-2021		586,195
Improving Teacher Quality State Grants	84.367	12060-SDE64370-20858-2019		<u>22,608</u>
				1,347,240
Twenty-First Century Community Learning Centers	84.287	12060-SDE64370-20863-2022		724,501
Twenty-First Century Community Learning Centers	84.287	12060-SDE64370-20863-2021		<u>165,642</u>
				890,143
Title IV - Student Support	84.424	12060-SDE64370-22854-2022		135,885
Title IV - Student Support	84.424	12060-SDE64370-22854-2021		725,941
Title IV - Student Support	84.424	12060-SDE64370-22854-2019		<u>19,038</u>
				880,864
English Language Acquisition State Grants	84.365	12060-SDE64370-20868-2022		87,681
English Language Acquisition State Grants	84.365	12060-SDE64370-20868-2021		378,076
English Language Acquisition State Grants	84.365	12060-SDE64370-20868-2022		248
English Language Acquisition State Grants	84.365	12060-SDE64370-20868-2021		<u>14,208</u>
				480,213
COVID 19 - Homeless Children and Youth - (HCY) II	84.425w	12060-SDE64370-29650-2021		42,000
COVID 19 - Homeless Children and Youth - (HCY) II	84.425w	12060-SDE64370-29650-2022		<u>9,957</u>
				51,957
<i>Direct:</i>				
Impact Aid	84.041			61,757
McKinney-Vento Homeless Assistance (Continuation 2)	84.196A			<u>30,625</u>
Total United States Department of Education			<u>-</u>	<u>34,808,219</u>

See accompanying Notes to Schedule of Expenditures of Federal Awards.

**CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED JUNE 30, 2022**

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
United States Department of Justice				
<i>Direct:</i>				
Edward Byrne Memorial Justice Assistance Grant Program	16.738		\$	\$ 93,102
<i>Passed Through the State of Connecticut Office of Policy and Management:</i>				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	12060-OPM20350-21921		15,000
				108,102
<i>Direct:</i>				
COVID 19 – Emergency Response Grant	16.034			52,593
<i>Passed Through the State of Connecticut Office of Policy and Management:</i>				
COVID 19 – Coronavirus Emergency Supply	16.034	12060-OPM20350-29588		104,724
				157,317
<i>Direct:</i>				
Comprehensive Opioid, Stim, and Substance Abuse	16.838			8,088
Public Safety Partnership and Community Policing Grants	16.710			103,124
Project Safe Neighborhoods	16.609			4,440
Total United States Department of Justice			-	381,071
United States Department of Housing and Urban Development				
<i>Direct:</i>				
CDBG - Entitlement Grants Cluster:				
Community Development Block Grants/Entitlement Grants	14.218			3,013,954
<i>Direct:</i>				
Emergency Solutions Grant Program	14.231			1,004,248
Home Investment Partnerships Program	14.239			56,000
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900			954,931
Total United States Department of Housing and Urban Development			-	5,029,133
United States Department of Health and Human Services				
<i>Passed Through the State of Connecticut Department of Public Health:</i>				
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	12060-DPH48810-22664		49,984
<i>Direct:</i>				
Immunization Cooperative Agreements	93.268	Non-cash		46,752
<i>Passed Through the State of Connecticut Department of Public Health:</i>				
Immunization Cooperative Agreements	93.268	12060-DPH48551-29654		2,109,545
Immunization Cooperative Agreements	93.268	12060-DPH48664-20911		115,893
Immunization Cooperative Agreements	93.268	12060-DPH48664-29627		158,421
				2,430,611

See accompanying Notes to Schedule of Expenditures of Federal Awards.

**CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED JUNE 30, 2022**

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
United States Department of Health and Human Services				
(Continued)				
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	12060-DPH48557-29582	\$	\$ 535,531
HIV Prevention Activities Health Department Based	93.940	12060-DPH48852-22511		88,446
HIV Care Formula Grants	93.917	12060-DPH48854-30401		75,296
Protection and Advocacy for Individuals with Mental Illness	93.138	12060-DPH48882-22954		248,684
<i>Passed Through the State of Connecticut Mental Health and Addiction Services:</i>				
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	12060-MHA53282-22800		8,900
<i>Passed Through the State of Connecticut Mental Health and Addiction Services:</i>				
CPR: CT Promotes Recovery	93.788	12060-MHA53282-22921		8,954
Block Grants for Prevention and Treatment of Substance Abuse	93.959	12060-MHA53300-21782		22,886
<i>Direct:</i>				
Public Health Emergency Preparedness	93.069			61,195
Community Programs to Improve Minority Health Grant Program	93.137			624,218
Total United States Department of Health and Human Services			-	4,154,705
United States Department of Homeland Security				
<i>Passed Through the State of Connecticut Department of Emergency Services and Public Protection:</i>				
Emergency Management Performance Grants	97.042	12060-DPS32160-21881		51,327
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	12060-DPS32990-21891		25,132
Homeland Security Grant Program	97.067	12060-DPS32160-21877		68,000
<i>Direct:</i>				
Assistance to Firefighters Grant	97.044			401,092
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083			578,318
Total United States Department of Homeland Security			-	1,123,869
United States National Endowment for the Humanities				
<i>Passed Through the State of Connecticut Connecticut State Library:</i>				
Grants to States	45.310	12060-CSL66051-21031		2,000
Total United States National Endowment for the Humanities			-	2,000

See accompanying Notes to Schedule of Expenditures of Federal Awards.

CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED JUNE 30, 2022

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
United States Department of the Treasury				
<i>Passed Through the State of Connecticut Connecticut State Library:</i>				
COVID 19 - Coronavirus Relief Fund	21.019	12060-CSL66011-29561	\$	\$ 3,000
<i>Passed Through the State of Connecticut Office of Policy and Management:</i>				
COVID 19 - Coronavirus Relief Fund	21.019	12060-OPM20600-29561		185,326
				188,326
COVID 19 - American Rescue Plan Act	21.027	12060-OPM20350-29561		196,471
<i>Direct:</i>				
COVID 19 - American Rescue Plan Act	21.027			3,590,908
				3,787,379
Total United States Department of the Treasury			-	3,975,705
Total Federal Awards			\$ -	\$ 72,066,593

See accompanying Notes to Schedule of Expenditures of Federal Awards.

CITY OF WATERBURY, CONNECTICUT
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
JUNE 30, 2022

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the City of Waterbury, Connecticut, under programs of the federal government for the year ended June 30, 2022. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Because the Schedule presents only a selected portion of the operations of the City of Waterbury, Connecticut, it is not intended to, and does not, present the financial position, changes in fund balance, changes in net position or cash flows of the City of Waterbury, Connecticut.

Basis of Accounting

Expenditures reported on the Schedule are reported using the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance for all awards with exception of Assistance Listing #21.019, which follows criteria determined by the Department of Treasury for allowability of costs. Under these principles certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 2 INDIRECT COST RECOVERY

The City of Waterbury, Connecticut, has elected not to use the 10% de minimis indirect cost rate provided under Section 200.414 of the Uniform Guidance.

NOTE 3 NONCASH AWARDS

Donated commodities in the amount of \$826,503 are included in the Department of Agriculture's National School Lunch Program, Assistance Listing #10.555. The amount represents the market value of commodities received.

NOTE 4 WIC AND IMMUNIZATION NONCASH AWARDS

The City of Waterbury, Connecticut, also reports noncash awards under the Special Supplemental Nutrition Program for Women, Infants and Children, Assistance Listing #10.557. The amount of \$5,745,871 included in the Schedule includes \$4,663,707 of noncash benefit payments made directly to suppliers by the state of Connecticut, as reported by the State Department of Public Health, for eligible participants of the program.



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Waterbury, Connecticut, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Waterbury, Connecticut's basic financial statements, and have issued our report thereon dated December 7, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Waterbury, Connecticut's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Waterbury, Connecticut's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Waterbury, Connecticut's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Waterbury, Connecticut's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

West Hartford, Connecticut
December 7, 2022

**CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2022**

Section I – Summary of Auditors’ Results

Financial Statements

1. Type of auditors’ report issued: Unmodified
2. Internal control over financial reporting:
 - Material weakness(es) identified? _____ yes x no
 - Significant deficiency(ies) identified? _____ yes x none reported
3. Noncompliance material to financial statements noted? _____ yes x no

Federal Awards

1. Internal control over major federal programs:
 - Material weakness(es) identified? _____ yes x no
 - Significant deficiency(ies) identified? _____ yes x none reported
2. Type of auditors’ report issued on compliance for federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes x no

Identification of Major Federal Programs

Assistance Listing Number(s)	Name of Federal Program or Cluster
84.425d / 84.425u	COVID 19 – Education Stabilization Fund
14.218	Community Development Block Grant
21.027	COVID 19 – American Rescue Plan Act
10.553 / 10.555 / 10.582	Child Nutrition Cluster
93.268	Immunization Cooperative Agreement
20.205	Highway Planning and Construction

Dollar threshold used to distinguish between Type A and Type B programs:

\$ 2,161,998

Auditee qualified as low-risk auditee?

 x yes _____ no

**CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2022**

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

Annual Comprehensive Financial Report

of the

City of Waterbury Connecticut

Fiscal Year Ended June 30, 2022

Prepared by:
Department of Finance
Michael J. LeBlanc, CPA
Director of Finance

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INTRODUCTORY SECTION

CITY OF WATERBURY, CONNECTICUT

OFFICIALS

June 30, 2022

Mayor - Neil M. O'Leary

Town Clerk
Antoinette C. Spinelli

City Clerk
Michael J. Dalton

City Sheriff
Stephen M. Conway

BOARD OF ALDERMEN

Paul Pernerewski, Jr. (President)

Ernest M. Brunelli
Mary Grace Cavallo
Michael DiGiovancarlo
Christian D'Orso
Jeffrey A. Hunter
Victor Lopez, Jr.
Kevin D. Markey

Sandra Martinez-McCarthy
Vernon R. Matthews, Jr.
George Noujaim
Ivan Roman
Michael R. Salvio
Belinda Weaver
Kelly Zimmermann

ADMINISTRATION

Assessor
Building Official
Chief of Fire
Chief of Police
City Planner
Corporation Counsel - Acting
Director of Audit
Director of Finance
Director of Health
Director of Human Resources
Director of Information Technology
Director of Libraries
Director of Public Works
Director of Purchasing
Manager of Budget Development & Oversight
Municipal Agent for the Elderly - Interim
Revenue Collection Manager
Superintendent of Water

vacant
Gil Graveline
Terrence Ballou
Fernando Spagnolo
Robert Nerney
Angela Juliani
Joseph Garvis
Michael LeBlanc
Aisling McGuckin
Scott Morgan
Daniel Iarrapino
Raechel Guest
David Simpson
Kevin McCaffery
Sarah Geary
Palmira LeVasseur
Frank Caruso, Jr.
Robert Langenauer

BOARD OF EDUCATION

Mayor Neil M. O'Leary, Chairman Ex-Officio

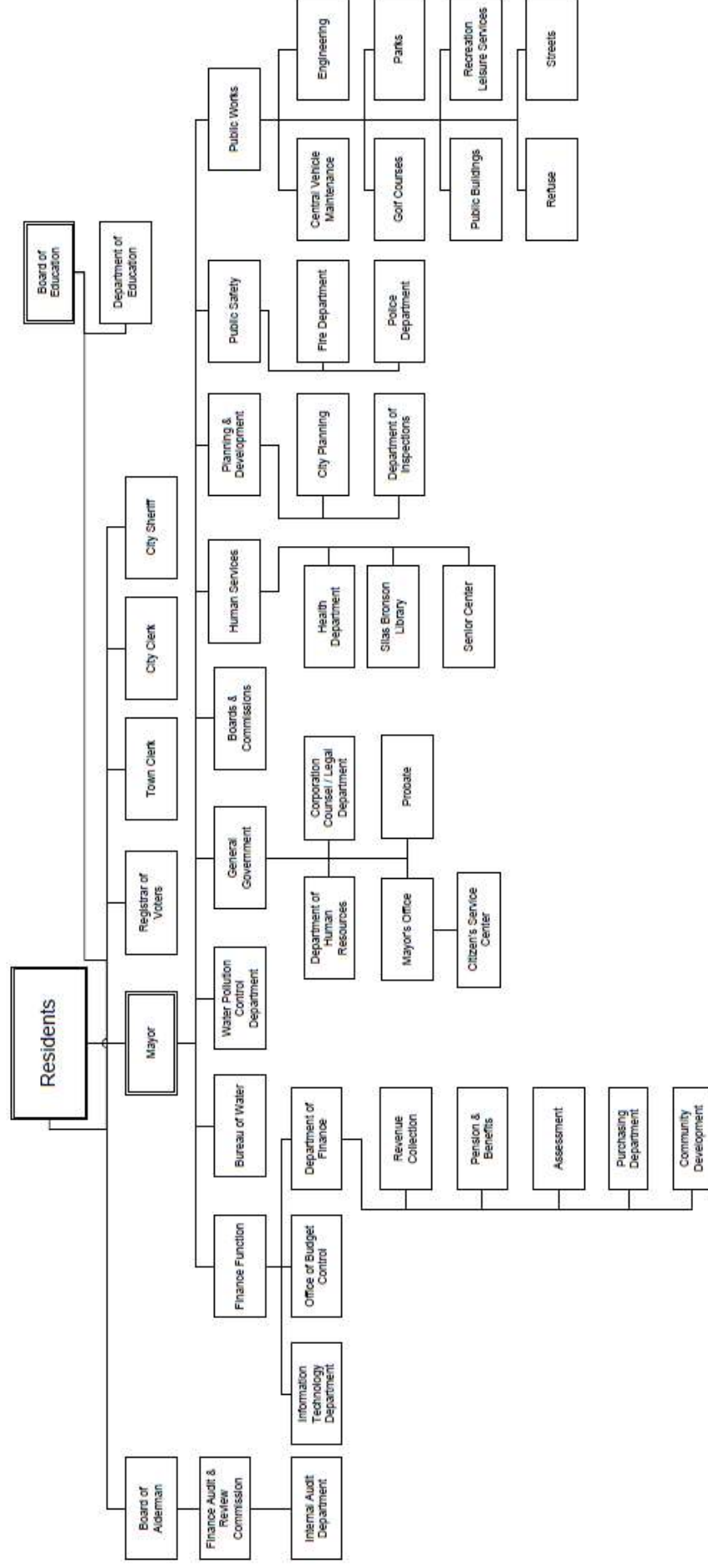
Ann M. Sweeney, (President)
Elizabeth C. Brown
LaToya R. Ireland
Amanda K. Nardozi
Hector Navarro

Juanita P. Hernandez, (Vice President)
Maragaret O'Brien
Rocco F. Orso
Melissa Serrano-Adorno
Thomas Van Stone, Sr.

Dr. Verna Ruffin, Superintendent of Schools

City of Waterbury

Table of Organization - Entire Enterprise





OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

December 7, 2022

Honorable Mayor and Board of Aldermen
City of Waterbury

I am pleased to submit the Annual Comprehensive Financial Report (ACFR) of the City of Waterbury, Connecticut (the City) for the fiscal year ended June 30, 2022. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner to present fairly the financial position and results of operations of the City of Waterbury. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

The City is required to undergo an annual Federal Single Audit in conformity with the provisions of the Federal Single Audit Act and U.S. Office of Management and Budget Uniform Guidance, "Audits of States, Local Governments and Non-Profit Organizations." Information related to the Federal Single Audit, including the schedule of expenditures of federal awards, findings and recommendations, and auditors' reports on the internal control over financial reporting and compliance with applicable laws and regulations are issued under separate cover and are not included in this report. The City is also required to undergo a State Single Audit. Information related to the State Single Audit is issued as a separate report.

Generally accepted accounting principles require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the Management Discussion & Analysis (MD&A) section. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

PROFILE OF THE CITY

The City of Waterbury was founded in 1674, incorporated as a village in 1686 and as a city in 1853. Located in west-central Connecticut at the heart of a 19-town area known as the Central Naugatuck Valley Region, the City is 21 miles north of New Haven, 29 miles southwest of Hartford, and 24 miles east of Danbury. Visit www.thewaterbury.com to learn all about the City of Waterbury and to gain exclusive content on Facebook, Twitter, LinkedIn, YouTube and Instagram.

The City is home to a passenger rail station and a bus terminal. Rail, passenger and freight service in the area are operated by Metro North and Conrail, respectively. Metro North offers daily passenger round trips between Waterbury and New York City, and freight service via New Haven provides for shipments to any point in the country. Waterbury is situated within a short distance (30 miles) to deep water ports in New Haven and Bridgeport. Bradley International Airport, New England's second largest airport, is located 45 miles northeast of the City while Oxford Airport is located 15 miles west of the City. Just over the New York State line is Westchester County (N.Y.) Airport, 60 minutes southwest of the City. In addition, Tweed-New Haven Airport has regularly scheduled commuter flights to Newark, Philadelphia, Chicago and Washington D.C.

The City maintains a diverse and growing business environment as evidenced by the listing of major employers and major taxpayers located in the Statistical Section. Healthcare, higher education, manufacturing, financial services, utilities and retail all have significant representation within the City providing for employment opportunities and offering goods and services locally, regionally and globally. Waterbury continues to advance a comprehensive economic development strategy with both public and private investments. These efforts are complemented by a partnership with the State of Connecticut to demolish and remediate former large manufacturing, brownfield sites to repurpose into new manufacturing facilities and mixed-use development projects. A workforce development collaboration between the City's career academy technical high school, Naugatuck Valley Community College, Northwest Regional Workforce Investment Board and the Manufacturing Alliance of Connecticut continues to produce employment results through the training and placement of individuals (students, residents, etc.) into unfilled high wage, high tech advanced manufacturing jobs.

The City serves as a regional center of higher education, being the home of Post University, Naugatuck Valley Community College, and a robust downtown branch of the University of Connecticut (UCONN). The UCONN Waterbury campus provides access to lifelong learning and community engagement through its academic programs and provides entry to the more than one hundred undergraduate programs available at the University of Connecticut. In June 2019, it was announced that UCONN Waterbury would be developing and offering a new bachelor's degree program in allied health sciences, one of the nation's fastest growing career fields. The new allied health sciences bachelor's degree program had strong enrollment in its first year and continues to see increased enrollment for the 2022-2023 academic year. Graduates will earn their degree in downtown Waterbury and be prepared to continue into graduate programs such as medical, dental or optometry school or move directly into careers where skilled workers are in high demand. Post University offers both a large on campus class setting as well as a comprehensive online degree program.

The City is a regional center for medical and mental health services available to Waterbury's approximately 114,000 residents and the surrounding towns. The City is home to Waterbury Hospital, owned-operated by Prospect Waterbury/Waterbury Health, Inc. and Saint Mary's Hospital, owned-operated by Trinity Health New England. Waterbury Hospital and St. Mary's Hospital are the City's largest and 3rd largest private employers, respectively. Both hospitals are equipped with trauma centers, emergency helicopter pads and are affiliated with Yale University School of Medicine. Prospect Waterbury/Waterbury Health, Inc. is a for-profit taxable entity and Saint Mary's Hospital is one of five hospitals comprising Trinity Health New England. In addition to the two hospitals, Waterbury is home to the Harold Leever Regional Cancer Center. There are also several hospital-affiliated health and wellness centers and walk-in clinics throughout the City. Several certified convalescent homes and rehabilitation facilities are additionally available throughout the City.

The City's downtown area is home to the fully restored Palace Theater, originally built in 1922 and considered by today's fans and performers as one of the top performance venues in the country for its beauty and sound quality. With over 175 shows annually, the Palace boasts an impressive diversity in programming – including professional Broadway tours, top musical acts, family entertainment and educational programs. Downtown Waterbury is also home to the Mattatuck Museum. Established as a historical society in 1877, the Mattatuck Museum is an art and regional history museum on the Green in downtown Waterbury. The museum collects and exhibits American art and cultural artifacts, with a focus on local history. In 2021, the Museum was reimagined to expand its role as a welcoming, inclusive, stimulating and enriching community anchor. The completed expansion & renovation features a 14,000 square foot renovation of existing space and nearly 7,000 square feet of new space to enhance educational programming, collections storage and exhibitions.

The City provides its population of approximately 114,000 residents with a variety of housing options in all price ranges. Single-family dwellings from modest to luxurious, multi-family homes, apartments and condominiums meet the needs of workers and residents. The City provides special housing for senior citizens, and offers assisted living facilities and housing opportunities for low-to-middle income families in collaboration with federal housing assistance programs.

MUNICIPAL SERVICES

Fire Department

The Waterbury Fire Department is a professional fire department providing a wide range of emergency services including fire suppression, hazardous materials mitigation, technical rescue and emergency medical dispatch. The Department also provides non-emergency services including public fire education, Connecticut fire code and licensing building inspections and plan review. Emergency services are provided by nine engine companies (with one also functioning as a rescue/hazmat company). The Fire Department is responsible for "First Responder" duties.

Police Department

When at full capacity, the Waterbury Police Department operates with a complement of 300 sworn officers and 90 civilian employees. Located at 255 East Main Street, Police Headquarters is a 34,200-square-foot facility housing administrative, uniformed and investigative services. Specialized units include K-9, Emergency Response Team, Bicycle Patrol, Polygraph Services, Traffic Engineering, Victim Services, Blight Enforcement, Crimes Analysis, Hostage Negotiation Team, Crisis Intervention Team, School Resource Officers, and a full-service Forensic Laboratory capable of ballistics analysis/comparison and DNA collection. The Department utilizes a fleet of marked and unmarked police cruisers. Off-site facilities include Animal Control, Traffic Division, Parking, Training Division, Community Relations Division and a Police Academy.

Public Health

The Waterbury Department of Public Health is a full-time health department dedicated to the protection and promotion of good health for the citizens of the City. The Nursing Services Division provides both nursing expertise and nurse aide support to over 20,000 public, private and parochial students as well as public health nursing. The Environmental Health Division provides wide-ranging activities from investigation and inspection of food establishments, response to housing code complaints, litter and blight complaints and enforcement of the public health code. Efforts of the Department of Public Health continue to address the need for improved access to health services for all citizens through innovative programs and wide ranging grants (Opioid Assistance, Lead Prevention and Hazard Control, Immunizations, WIC, Healthy Choices, Injury Prevention and Public Health Emergency Preparedness).

Education

The City's school system serves grades pre-kindergarten through twelve and is governed by the local Board of Education. Waterbury has a 10-member Board of Education elected to four year staggered terms. The primary function of the Board is to establish policy. Some of the areas for which such policies are set include curriculum, budget requests submission, ensuring funds for education as appropriated by the City are properly expended, implementation of both State and Federal laws, and planning for facilities needed by the system, including construction and renovation. The City has twenty (20) elementary schools, four (4) middle schools and five (5) high schools (including one magnet school for grades 6-12) and two (2) alternative schools for grades K-12.

Solid Waste & Recycling

The City provides municipal solid waste collection and recycling pick-up services to its residents. The City closed its landfill in September 1999 pursuant to a closure order negotiated with the Connecticut Department of Environmental Protection and began hauling its municipal solid waste to a contracted facility for incineration. The Department of Public Works operates the City's municipal solid waste and recyclables weekly collection programs for delivery to a contracted disposal & recycling facility.

Public Works

The Department of Public Works has nine core functional areas staffed by approximately 180 full-time and 215 part-time/seasonal employees. The functional areas consist of engineering, traffic, street maintenance, central vehicle maintenance, municipal solid waste collection, leisure activities, golf, public building and park grounds maintenance, overseen by a centralized administrative office of the Director. In December 2018, the City's Department of Public Works operations were consolidated into a new 137,500 square foot facility. The City committed \$35 million to site remediation, a complete renovation and large expansion of a long vacant chemical manufacturing facility for the new Department of Public Works operations facility. The new state-of-the-art DPW Facility has addressed a several decade's long need for the City to have a state of the art centralized and efficiently functional public works operations facility.

Recreation

The City has almost 1,000 acres dedicated to recreation including 32 parks, 4 recreation centers, two municipal-owned 18-hole golf courses, 22 playgrounds, 3 outdoor swimming pools, one lake facility, 16 spray pools and one municipal multi-sport field stadium complex. There are over 120 athletic fields available to the public, for activities such as basketball, soccer, tennis and croquet. The City continually appropriates capital funds and is awarded State grants to fund the upkeep, maintenance and restoration of the City's recreational parks, playgrounds and athletic facilities. Recreational programs and activities are available at five different locations throughout the city: River Baldwin Recreation Center, Chase Park House, North End Recreation Center, William Tracy Park House and Waterville Recreation Center. Each serves a different region and population of the city.

The City offers bathing, boating, and fishing facilities at Lakewood Park within the City and at Lake Quassapaug and Hitchcock Lake just outside the City limits. Two 18-hole City-owned golf courses and an acclaimed 18-hole private course are located in Waterbury, and several 9-hole golf courses are situated immediately adjacent to the City. Mattatuck State Forest with its many trails and campsites is only four miles from the center of the City. Black Rock State Park, with swimming and picnic facilities available, is a short drive away.

Silas Bronson Library

The Silas Bronson Library, the public library of the City, was established in 1869 by an endowment from Mr. Silas Bronson. There are over 240,000 volumes and 120 computer workstations in the main library available to the public, while a branch library operates in the Bunker Hill section of the City. The library is jointly supported by the Silas Bronson endowment and public funds.

Water Enterprise System

The City has the largest municipally-owned water system in the State. It encompasses 7,000 acres of City-owned watershed and has sufficient capacity to provide 38 million gallons of water per day. The system consists of two inactive and five active reservoirs with a total capacity of 7.54 billion gallons of water. The water treatment plant was completed in 1987 at a cost of approximately \$35 million. Average daily consumption is approximately 16.0 million gallons. The system serves customers located in Waterbury and neighboring communities and is a self-supporting enterprise fund of the City.

Water Pollution Control Enterprise System

The City has approximately 320 miles of sanitary sewers and 20 pump stations. The City's upgraded 27.05 MGD advanced Sewage Treatment Facility was put into operation in April of 2000 in accordance with a consent order between the City and the State of Connecticut Department of Environmental Protection. The planning, design and construction phases of this upgrade were funded through the State of Connecticut Clean Water Fund Program. Though the City is ultimately responsible to the State for repayment of the total cost of each phase of the upgrade, the City entered into agreements with municipal users of the Sewage Treatment Facility (Watertown, Wolcott, Cheshire and Prospect), whereby the municipal users are obligated to pay their allocable share of the costs for each phase of the upgrade. Pursuant to the State Clean Water Fund Program, the City has adopted a Sewer User Charge System to pay the costs of operating its collection and treatment system, including capital improvements and debt service on outstanding sewer bonds and Clean Water Fund notes.

In the summer of 2018, the City entered into a 10-year third party operations, maintenance and management services agreement with CH2M Hill Engineers, Inc., a subsidiary of Jacobs Engineering Group, Inc. for its Water Pollution Control - Wastewater Collection and Treatment Systems. Beginning November 1, 2018, Jacobs Engineering Group became responsible for performing all services necessary for the proper and satisfactory operation and maintenance of the wastewater collection and treatment systems, full-service 24-hours-a-day, seven days a week.

LOCAL ECONOMIC CONDITIONS AND OUTLOOK

Mayor's Administration

Mayor Neil M. O'Leary was sworn into office in December 2011, re-elected in 2013 and then in 2015 re-elected to the City's first four-year term as Mayor. On November 5, 2019, Mayor O'Leary was re-elected to a fourth term in office and a second four-year term. Mayor O'Leary has demonstrated to Waterbury residents and businesses that he is a man of action with a long list of major accomplishments for the betterment of the City over the past eleven years. Mayor O'Leary remains enthusiastic about being Mayor and has set priorities for his current term to include education, furthering economic development, downtown redevelopment & infrastructure improvements and rail service improvements.

The Mayor and his administrative and economic development teams desire to build a sustainable future for the City that makes the links between transportation, housing and the environment so that the City remains a great place to live and work. The Mayor believes with the presence of a skilled and educated workforce, affordable real estate, and the convenience and culture of city life balanced by the nearby rural beauty of the countryside, the City will continue to draw interest from investors and developers who see Waterbury as a center for business, education and quality of life. Mayor O'Leary relentlessly pushes forward initiatives with the common goal of improving the quality of life for Waterbury citizens, redeveloping downtown, growing the City's taxable grand list and increasing the City's employer base. The Mayor envisions a transformed City providing a multi-faceted locale for advanced technology, niche manufacturing, healthcare, educational opportunities and cultural venues.

Economic Development

Since coming into office, Mayor O'Leary has made economic development one of the major core functions of his Administration. The Mayor's focused efforts on economic development included the establishment of a full-time Economic Development Director's position within the Mayor's executive cabinet. The Economic Development Director's core functions include the recruitment of new business, maintaining the stability and retention of existing business and the pursuit of investors, developers and companies looking to invest in Waterbury. The Mayor's Economic Development team meets weekly to ensure that updates are communicated timely along with extensive discussions on all ongoing initiatives and potential new opportunities. The economic development program encompasses recruitment of new business, stability and expansion of existing business, remediation and repurposing of brownfield sites, downtown investment and development, housing, education and transportation along with public infrastructure improvements including recreation facilities and parks.

Accomplishments to date are validated with the City's net-taxable grand list having increased by \$358 million in the past five years providing for \$21.6 million in new property tax growth. Grand list growth, strategic investments in cost saving solutions and sound budget management policies has provided for the stabilization of the City's mill rate. The City's real estate & personal property mill rate has been held at 60.21 mills now for seven (7) consecutive fiscal years including the current 2023 Fiscal Year. Most noteworthy of the accomplishments are the completion of several brownfield and downtown redevelopment projects. These initiatives were supported by the investment of \$162 million in State and local funding which are now generating a \$12 million annual return on investment to the City in the form of increased property tax revenues and lease income.

The Mayor and his Administrative and Economic Development teams continue to work tirelessly towards the overall goal of securing Waterbury's resurgence. In furtherance of these efforts, Mayor O'Leary sought the creation of the Naugatuck Valley Regional Development Corporation (NVRDC). The over-arching goal of the NVRDC is to facilitate business attraction, retention and expansion in Waterbury and throughout the region, ultimately providing employment opportunities and taxable capital investment for the community. The organization is a visible leader in the business, nonprofit, and government sectors, working effectively across a wide variety of stakeholders to encourage positive and productive collaboration, continue to grow businesses, and lead a talented and diverse team. The NVRDC board is composed of business, non-profit and municipal leaders from across the region and meet monthly.

Employment Base

The City continues to advance its economic development strategy through both public and private investments. New business openings and expansions in manufacturing, retail, restaurant and professional businesses are providing for grand list growth and diversification of the City's employment base.

The unemployment rates of the City and the Waterbury labor market as a whole were trending down prior to the onset of the coronavirus pandemic and mitigation measures taken to bend the positive case trend curve between March and June 2020. As of June 2022, the labor market reflected a City unemployment rate of 7.0%, a regional unemployment rate of 5.4% and a State unemployment rate of 4.3%. Demands to fill open positions is strong locally, regionally and throughout the State. It is anticipated that the unemployment rates will continue to trend downward in the months ahead.

The City continues to see significant activity in the manufacturing sector of its economic base resulting in the ongoing creation of new jobs. Waterbury Construction Career Initiative, a program run by the Northwest Regional Workforce Investment Board (NRWIB), allows residents to attend orientation sessions to learn about construction career opportunities. Many continue beyond orientations and enroll in formal job training programs. Through partnerships with Naugatuck Valley Community College and the NRWIB, the City is training and placing its residents into high wage, high tech advanced manufacturing jobs. Programs expanding after-school academic and manufacturing training for City students have been implemented as well. In 2013, a program offering after-school academic and manufacturing training for City students was expanded to include offerings focused on manufacturing and S.T.E.M. (science, technology, engineering and math) opportunities. In 2016, Porter and Chester Institute opened a career training center in Waterbury offering 10 carefully designed career-focused programs.

Over the past year the City has allocated American Rescue Plan Act funds to the Waterbury Regional Chamber of Commerce, Northwest Regional Workforce Investment Board and the Women's Business Development Council in support of a variety of small business development, employment opportunities and re-employment based programs.

The American Rescue Plan Act

The Federal Government adopted the American Rescue Plan Act (ARPA) on March 11, 2021. Waterbury's direct allocated local fiscal recovery funding under the Act is \$75.4 million. Funding must be obligated by December 2024 and spent by December 2026.

The U.S. Treasury has indicated that the ARPA funds will provide eligible state, local territorial and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have the broad flexibility to decide how best to use the funding to meet the needs of their communities. The guidance stipulates that funding cannot be used on federal grant matching requirements, premium pay for telework, pension funding, infrastructure not directly addressed in ARPA or on rainy day funds, financial reserves or outstanding debt. Eligible funding uses include supporting public health expenditures, addressing negative economic impacts caused by the public health emergency, replacement of lost public sector revenue, premium pay for essential workers and investments in water, sewer, and broadband infrastructure.

The U.S. Department of Treasury is overseeing the distribution of ARPA funding and has released Guidance on eligible uses of funding. The distribution of funds is being made in two disbursements: 50% of the funds were made available and drawdown by the City in June 2021; the remaining 50% of the funds were made available and drawdown by the City in June 2022.

The allocation plan for use of the City's ARPA funds has continued to evolve over the past year and will continue to be developed over the next year. The following is a summary of activity through June 30, 2022:

❖ ARPA Transfer Allocations approved by the Board of Aldermen	\$35,365,000
❖ ARPA Funds Committed	\$6,050,159
❖ ARPA Funds Expended	\$2,829,624

The Finance Department has taken on the administrative responsibility for all accounting and reporting requirements called for in the U.S. Treasury issued guidance, working closely with all City Departments allocated funding for various projects and programs deemed eligible under ARPA. The City has additionally engaged KBE Building Corporation to provide capital project administrative, management and oversight services on the ARPA funded capital projects.

Downtown Revitalization

Downtown Waterbury is proud to continue to be the main operations center for City Government, Board of Education services, Waterbury Superior Court, St. Mary's Hospital, Webster Bank, MacDermid Inc., UCONN Waterbury, POST University, the Waterbury Arts Magnet School, the Palace Theatre and over 150 other businesses. These include professional offices, restaurants, museums, entertainment venues, educational facilities, retail establishments and others. The downtown area offers elegantly refurbished brownstones and turn-of-the-century architecture with affordable office, retail and housing space. Parking is plentiful and strategically located throughout downtown.

In furthering growth and investment within downtown, the Mayor, the Economic Development Director and the Waterbury Development Corporation actively reach out to existing downtown businesses and new private investors and developers to engage them in reinvestment opportunities and programs to further advance downtown revitalization. Securing State and Federal grants along with private investment is an integral component of the City's economic development efforts.

This past July, the City's Board of Aldermen approved a sub-recipient funding agreement with the Greater Waterbury Chamber of Commerce Foundation, Inc. for the purpose of directing a Central Business District Investment Program. The program is being funded with an allocation of \$1.5 million from the City's State & Local Fiscal Recovery (ARPA) Funds. The Waterbury Chamber has established a matching grant program to support central business district property owners negatively impacted by the COVID-19 pandemic and in support of the City's overall economic recovery efforts. The Central Business District Investment Program (CBDIP) is a matching grant program with the goal of filling vacant ground floor storefronts within the Central Business District. The Administration believes the CBDIP will help strengthen the economic vitality of the Central Business District with sustainable small businesses including minority owned and women owned businesses.

This past September, the City's Board of Aldermen approved a sub-recipient funding agreement with the Women's Business Development Council, Inc. (WBDC) to support their administration of a Small Business Development Technical Assistance and Microgrant Assistance Program. The program is being funded with an allocation of \$1.5 million from the City's State & Local Fiscal Recovery (ARPA) Funds. The City's funding will assist the WBDC in establishing a permanent, physical office within the City of Waterbury's downtown area, expanding its highly successful technical assistance, counseling, workshops, and education programs to Waterbury-based small businesses at all stages of development, and expanding its small business microgrant programs specifically to Waterbury-based businesses. WBDC is providing matching State grant support of \$250,000 per year for five years and has also secured a commitment of \$60,000 per year from Webster Bank over the same time period. The Administration believes a partnership with WBDC will foster economic development by providing meaningful assistance to help launch and/or grow successful small businesses in Waterbury, particularly those that are women and minority-owned.

In November 2021, Phase I of a major upgrade of the downtown East Main Street section was completed. The Phase I project was supported by a \$4 million funding commitment from the State and a \$6.8 million funding commitment from the Naugatuck Valley Council of Governments. The project included repairing and replacing subsurface water and sewer lines prior to replacing the street surface and sidewalks. New streetlights, benches, bus shelters and other amenities were installed. The East Main Street subsurface utility replacement work began in October 2019 and was completed in December 2020. Street scape and sidewalk work on East Main Street began in early spring 2021 and reached substantial completion with final coat paving in November 2021. Phase II, providing for a major upgrades of the downtown sections Bank Street, South Main Street & North Main Street is now underway with the October 2022 awarding of near \$10 million contract for underground utility replacements including water mains & laterals, sewer lines & laterals and the repairing of storm sewer drainage systems. The street surface and sidewalks replacement project will immediately follow the completion of the underground utilities project. New streetlights, benches, bus shelters and other amenities will be installed. The City has allocated \$11.3 million of American Rescue Plan Act funds to fund Phase II of the downtown streets underground utilities and street resurfacing project. The restoration and improvement of these central downtown street sections is deemed a critical component of ongoing downtown redevelopment efforts.

Waterbury-Naugatuck Industrial Park

In November 2018, the City approved an inter-municipal agreement with the Borough of Naugatuck to establish, market and develop a 155 acre parcel to be known as the Waterbury-Naugatuck Industrial Park. This would not have been possible without the collaboration and mutual economic development interests of the City's Mayor and the Mayor of the neighboring Borough of Naugatuck. This greenfield site is adjacent to and easily accessible to the Route 8 highway running north/south, with short distance interconnection to Interstate 84 just to the north and Interstate 95 to the south. Marketing of the site has produced strong interest over the past year despite the impacts of the COVID pandemic and following the cancellation of a 2020 request for proposal. A new request for proposals was issued in July 2021 for the Disposition & Development of the 154.57 acre site.

Responses to the request for proposal were received on September 9, 2021. Responses were received from two (2) Developers with both providing strong development concepts & plans. In January 2022, it was announced that Bluewater Property Group had been selected to develop a plan for the construction of a state-of-the-art distribution facility with the potential to create up to 1,000 new jobs with Amazon as the prospective tenant. On May 9, 2022, the City's Board of Aldermen approved a Purchase & Sale Agreement with the Bluewater Property Group. The due diligence process in preparation for closing on the sale of the 155 acre parcel is currently underway.

Waterbury Development Corporation (WDC) – Business Growth Group Initiatives

WDC Business Growth Group (BGG) administers business loans and assists with tax abatements to existing City businesses and to businesses looking to open in the City. The availability of loans and other business incentives has made the BGG Waterbury's clearinghouse for business development inquiries. In addition, the BGG works in partnership with the City's Economic Development Office on business retention, expansion, and recruitment.

State and local Enterprise Zone Tax Abatement programs are available to qualifying businesses. If the owners of a manufacturing operation are considering Waterbury with other towns offering lower tax rates, the availability of tax abatement programs can help "level the playing field". The awarded tax abatements reduce annual taxes for qualifying projects that are undertaken by local business owners for a period of 5 to 7 years. The City, through legislation, also offers two incentive programs for manufacturing and certain industrial projects. Such incentives provide an advantage to local business owners and attracts private investment for the expansion and rehabilitation of Waterbury properties. WDC also administers the Urban Jobs Tax Abatement Program. Both of these tax abatement programs continue to result in business retention, business creation, job creation and the enhancement of neighborhoods.

East End Corridor and Adjacent Interstate-84 Commercial and Retail Development

Robust commercial and retail development has continued over the past year in the City's East End, as a direct result of the I-84 lane widening project completed in 2019. I-84 now provides for three driving lanes for both east and westbound travelers from Hartford through downtown Waterbury. Both phases of the highway widening project involved significant cross-over bridge replacements & improvements, along with comprehensive on and off ramp reconfigurations for additional ease of access to the highway.

The following is a summary of commercial and retail developments due in large part to the I-84 widening project:

- The East End is home to Kohl's and Costco, known to be high sales performing locations.
- A new retail plaza in close proximity to Kohl's and Costco with multiple business units opened with immediate leasing of all available units.
- The opening of an East End medical building in summer 2017 across from Kohl's and Costco.
- The former East End Coco Key's and hotel conference center was acquired and demolished to provide for the new home of a Restaurant Depot retailer along with establishing 10 acres of land for new development.
- Car Max, a car buying and selling dealership with 175 locations nationally, constructed a new facility on a highly visible site from I-84 and was opened for business in the summer of 2017. The facility includes an operations center, showroom & vehicle maintenance service center.
- Hoffman BMW constructed a state of the art automobile sales and service center on a parcel of undeveloped land adjacent to I-84, opening in 2021.
- November 2021, a Pennsylvania health care company announced a partnership with the company operating Waterbury Hospital to build a \$34 million, 42-bed, rehabilitation hospital on Harpers Ferry Road in the city's East End. The site was in part selected due to its location right off I-84 providing for convenient transfers from hospitals in Waterbury, Bristol, Derby and elsewhere. Facility construction is anticipated to begin in early 2023.

Existing and new retail, gas station/convenience markets and restaurant establishments adjacent to I-84 are doing very well. Construction of several new facilities were completed during the past year providing for a new Starbuck's, Taco-Bell and 7-Eleven with grand openings this past spring/summer 2022. Texas Roadhouse and Pepe's Pizza continue to see robust patronage from both local residents and I-84 travelers.

Local and Regional Transportation Upgrades and Enhancements

Easy access to, from and through the City of Waterbury is seen as a critical component of economic development growth. The following local and regional transportation projects speak to efforts underway to vastly improve the efficiency of travel in and out of Waterbury:

Metro-North Waterbury Branch, In April 2015, the Connecticut Department of Transportation (CDOT) began work on the design of a new signalization system for the Waterbury Branch of the New Haven Line which enhances safety and allows for more daily trains and improved service between Waterbury and Bridgeport and connecting to New York City. Project funding of \$6 million to \$7 million was provided by CDOT. The project was completed in 2021.

Waterbury Train Station Improvements, The concept of developing a multi-modal transportation center to house and link a variety of transportation services to serve the City and the surrounding Central Naugatuck Valley Region has been discussed for several years. A long-term phased approach to achieve this vision is underway. The completed first Phase resulted in the demolition of a long vacant building owned by CDOT located adjacent to the City's active rail-line station in downtown. The completed second Phase encompassed the rebuilding and expanding of the commuter rail parking lot, completed in October 2020. The parking lot improvements included subsurface base & drainage improvements, new pavement, curbing, lighting and improved accessibility. These measures are benefitting the increased number of daily commuters resulting from the increased number of daily trains that the two-way signalization system completed in 2021 is providing for.

Interstate 84 Widening Project, In April 2015, the State CDOT began a \$330 million project to widen the east and west lanes of Interstate 84 through Waterbury, and replace aging infrastructure with new exit and entrance ramps, new bridges and sidewalks, and new utilities such as sewer and water lines. With the project completed in 2019, Waterbury is now the beneficiary of a faster and safer flow of vehicular traffic while opening more opportunities for new and existing businesses.

Route 8/I-84 Mixmaster Rehabilitation, The Route 8 & I-84 interchange sits just west of the City's downtown area facilitating flow of all highway traffic north & south and east & west of the City. Repairs to the fifty-two (52) year old Route 8 / I-84 interchange in Waterbury, popularly known as the "Mixmaster", are currently underway. Both temporary and permanent repairs to several of the ten (10) separate bridges that make up the Mixmaster have begun. The purpose is to preserve and provide a 25-year service life to the structures and to assure their structural integrity. The project consists of deck repairs and replacements, steel repairs, substructure repairs, joint repairs, and other general repairs. The project is now scheduled for completion by September 2023 and is anticipated to improve traffic flow in the area and further reduce traffic congestion.

Brownfield Redevelopment Program (WDC)

The Waterbury Development Corporation (WDC) and the newly established Naugatuck Valley Regional Development Corporation (NVRDC), in partnership with the City, categorizes city-wide brownfields in order to determine the conditions which may have impeded the reuse of the sites; determines the human health and ecological health risks; estimates the cost of remediating individual sites; and when possible, acquire and remediate a site. A Center City Brownfields Corridor was established as an internal guide for a strategic, targeted approach for using brownfield assessment funds and to redevelop challenged areas based on goals for smart growth redevelopment, transit oriented development, soliciting developer interest, support the cross-cutting federal funding and providing a base for discussion and preparation of an area redevelopment plan leveraging enterprise and opportunity zone programs.

Brownfield redevelopment is seen as an integral component of current and future economic development within the City and the region. A combination of federal, state, and City funds are presently being used for the assessment and cleanup of many contaminated sites across the City. Brownfields have been the City's biggest obstacle to the provision of pad-ready properties to support: manufacturing and processing; wholesaling, distribution operations, warehousing and freight handling; sub-assembly operations; and industrial services. The City, WDC and now NVRDC continue to leverage funds for the preparation of shovel-ready sites.

The following is a summary of active brownfield projects that speak to the importance, continued commitment and significance of this initiative towards the City's sustainability and economic development strategy:

Anamet Property, Located at 698 South Main Street in the City's south end is a 17.5 acre site along the banks of the Naugatuck River that for over one hundred years hosted an American Brass manufacturing facility. On April 28, 2017, WDC purchased the site through 698 South Main St., LLC using grant funding provided by the State of Connecticut Department of Economic and Community Development. WDC is currently managing a multi-year, multi-phase project that will demolish the crumbling structures on the premises, clean and remediate the lot, and remodel an existing 220,000 square foot building located on the site that is in good structural condition. Phase I which consisted of vegetation clearing was completed in early 2018. Phase II demolition and debris removal occurred throughout 2019 prior to exhausting the awarded demolition grant funding. The City committed \$3 million in bond funds in order to move forward with the removal and replacement roof on the 220,000 square foot building. The roof replacement project was completed in January 2021. In the past year, the City secured \$4 million in additional demolition grant funding providing for recent additional building demolitions and the demolition of a large smoke stack. The City and WDC have actively marketed the disposition and development of the property. This past June, multiple responses to a request for proposals for the disposition and development of the property were received. The responses received are currently under review. It is anticipated that an award will be made in December 2022. This project is a priority project under Mayor Neil M. O'Leary's administration because of the amount of jobs it has the potential to create, the site's redevelopment potential, and the City and State's past and present investments in the site's redevelopment.

Freight Street Redevelopment Project, The Freight Street Corridor sits at the western gateway to the City's Central Business District, the City views redevelopment of the site as critical to the economic revitalization of not only Waterbury but the entire region. Freight Street has been identified in the City's Plan of Conservation and Development and its Downtown Strategic Plan as the last viable opportunity to expand the core of downtown Waterbury and connect it with the Naugatuck River. Three parcels located at 130 & 170 Freight Street along with 000 West Main Street comprise 21 acres of abandoned brownfield property sites. The continuous parcels are large, flat, and are centrally located. In September 2014, the U.S. Department of Transportation awarded the City of Waterbury a highly competitive \$14.4 million Transportation Investment Generating Economic Recovery Grant (TIGER) that funded the Waterbury Active Transportation and Economic Resurgence (WATER) Project, comprising an integrated system of downtown transportation improvements including the reconstruction and expansion of a network of local streets that has transformed the City's Freight Street and Naugatuck River transportation corridors. In September 2018 the State Bond Commission approved \$1.5 million for the demolition of 130 Freight Street. 130 Freight Street property demolition was completed earlier this year. Demolition of 000 West Main Street is currently underway. The City anticipates closing on the purchase of 170 Freight in the near term with property demolition anticipated over the winter months. The City has been awarded a \$10 million Community Investment Fund grant from the State leveraged by a \$5 million approved allocation from the City's American Rescue Plan Act Funds. An environmental consultant is under contract for further demolition and remediation efforts on the site. An RFP for disposition & redevelopment of the 21 acre site is anticipated to be issued in 2023.

Regional Food Hub, In November 2016, the State Bond Commission approved \$1.7 million in funding for the construction of the Brass City Harvest Regional Food Hub on a 1.3-acre remediated lot located on the banks of the Mad River. In 2019, the City committed Community Development Block Grant funding and local funding to provide \$1.2 million in additional funding for the construction of the Food Hub facility in support of eliminating neighborhood food deserts. In May 2020, the newly constructed 6,000 square foot Food Hub facility opened and began providing what has become a year-round “farmers market” to this densely populated inner-city area. The additional phases, dependent upon securing funding, include the remediation of 3.5 acres of former brownfields along the banks of the Mad River.

Mad River Corridor Redevelopment, 835 South Main Street, the former Waterbury Button Factory (abandoned property on both sides of the Mad River) is located in the River Baldwin Neighborhood in the City’s South End, inside of the Mad River Redevelopment Corridor. 835 South Main Street is a 5-parcel area directly adjacent to the Mad River, an offshoot of the Naugatuck River and the focus of major revitalization efforts with the Brass City Harvest Food Hub, 313 Mill Street Park and the Anamet Property all in close proximity. The site lies in an Opportunity Zone (OZ #0900935050). The area is a bustling mixed-use zone, with industry, business, and residential uses dotting the landscape. The surrounding businesses are mostly small, family-owned shops that serve the predominantly Hispanic community. The City places a high priority on the revitalization of this disadvantaged community, which is at the 94th and 95th national percentile of both linguistically isolated and low-income populations, and is plagued by decades of blight and abandonment. The City has secured funding to perform environmental investigation/site characterization, site-specific re-use planning, and remedial design planning on the Former Waterbury Button Factory. Redevelopment potential of this site will first require demolition of the abandoned factory buildings and site remediation. The City and WDC are actively pursuing funding opportunities in hopes of fast tracking this work.

313 Mill Street Park and Recreational Facility, In the summer of 2018 WDC began planning for the clean-up and remediation of remaining foundations at the former Nova Dye factory located at 313 Mill Street (across the street from the Brass City Harvest Regional Food Hub) and for the construction of a park and baseball field on the site. In September 2018, the State Bond Commission approved \$3.0 million to fund this project. This past July the City’s Board of Aldermen allocated \$3.5 million of the City’s American Rescue Plan Act funds to the project. A \$6 million contract for the construction of the 313 Mill Street Park was also approved in July. Site work is underway with field construction anticipated in spring/summer 2023. The target date for opening of the new neighborhood baseball field and recreation park is fall 2023.

Risdon Property, Located at 2100 South Main Street across the street from the Naugatuck River is the 3.1-acre site of the former Risdon Manufacturing Company. For over one hundred years, this was the site of a metals manufacturing and finishing facility for the cosmetics industry. On December 31, 2016, a massive fire destroyed much of the facility. WDC was the recipient of a \$1 million competitive DECD grant in October 2018 which was used to complete demolition of the former factory and debris removal. The City and WDC are pursuing additional grant funding for sub-surface remediation of the site.

Waterbury Industrial Commons (WIC) Site Remediation and Redevelopment, on July 19, 2010 the City approved a \$60.4 million bonding and grant financing appropriation for the acquisition, clean-up/remediation and renovation of the Waterbury Industrial Commons Property located at 1875 Thomaston Avenue. In the fall of 2011, demolition began on the southern portion of the “Mile Long Mill” facility formerly the site of the Chase Brass and Copper manufacturing plant. Approximately 186,000 square feet of the northern portion of the facility has been rehabilitated and expanded to accommodate growth by existing tenants resulting in over 200,000 square feet of industrial space. The end result of this phase of the project is a remediated site which the City has leased to large-scale industrial tenants resulting in increased lease income, tax revenue and employment opportunities.

The project, funded with \$15 million in federal Department of Defense grant funds and local bond authorization commitments, has resulted in one of the largest remediated industrial or manufacturing ready sites in New England. Long-term lease agreements are in place with three major tenants. Among them is LUVATA, an international company whose Waterbury plant, due to recent onsite expansion, has become the world's single-largest manufacturer of superconducting wire used in the healthcare industry. In 2014, Mayor Neil M. O'Leary and Richard S. King signed closing documents on King Industry's acquisition of 10.75 acres of a remediated brownfield industrial site at Waterbury Industrial Commons for \$750,000. King Industries is investing approximately \$50 million for the construction of an 80,000 square foot manufacturing complex projected to create an estimated 180 construction jobs and upon completion, over 200 permanent manufacturing jobs. During 2019, site development was completed along with construction of the first building. Construction of additional buildings continues on the site under a multi-year phased complex development plan. A total of (10) buildings are anticipated to be constructed on the site. King Industries has acquired an adjacent parcel and large building that will be incorporated into the manufacturing complex.

Blight Demolition Program

In January 2012, the Mayor announced an anti-blight campaign concentrated in inner city neighborhoods in the North and South Ends of the City. The City and the WDC maintain this aggressive Anti-Blight/Demolition Program. The City's blight taskforce consisting of the Building Official, Fire Marshal, and representatives from the Health Department, City Planning Department, Police Department, Mayor's Office and the WDC meets weekly. The taskforce meets to discuss and prioritize properties slated for demolition. The City has a large number of properties that are vacant and/or contain vacant and dilapidated buildings. The existence of these vacant and blighted properties/buildings contributes to the decline of our City's neighborhoods. It is further evident that the existence of these properties adversely affects the economic wellbeing of the City and is detrimental to the health, safety and welfare of City residents. The City utilizes the emergency powers of the Building Official for condemnation purposes to effect demolition of these rundown structures. Vacant/abandoned/foreclosed units are purchased, rehabilitated and put back into active use on the City's Grand List as part of this program or committed to open space for the benefit of the neighborhood. The City has now committed \$2.7 million under three separate bond authorizations approved by the City to continue this initiative. Well over one-hundred blighted buildings have been demolished to date.

Education – School Construction and Renovation Program

The City and its school system are strongly committed to pre-kindergarten to twelfth grade education. Having a strong, vibrant school system that additionally offers career directed course curriculum options at the high school level are considered a critical part of the City's overall sustainability and economic development strategies. Over the past 10 plus years the City has embarked on an aggressive school construction program focused on meeting the needs of student enrollment and satisfying various deficiencies within the public school system. To date, two new pre-K through eighth grade neighborhood schools, Gilmartin and Duggan, were opened in August 2010 and August 2011, respectively. A third new pre-K through eighth grade school, Jonathan E. Reed, was opened in August 2012. A fourth new pre-K through eighth grade school, Carrington, along with a new technical high school, Waterbury Career Academy, were opened in August 2013. A \$15 million project for a new media center and additional classroom space at the Wallace Middle School was completed in August 2015. A \$25 million addition and alteration project to the Kennedy High School was completed in 2016. A newly constructed Pre-K through 8th grade Wendell L. Cross elementary school opened to rave reviews this past August for the 2021-2022 school year.

The Board of Education commissioned the completion of a Long Range Facilities Master Plan in the fall of 2021. This past October, the completed Master Plan was presented to the Board of Education and Board of Aldermen. The presentation focused in on District Vision and Study Purpose, the Process, Demographics & Enrollment Projections, Facility Condition & Space Assessment, Recommendations, Cost Estimates and Implementation Schedule. The Master Plan is a road map that supports a mission to inspire and prepare every student to be successful in school and beyond through an efficient use and allocation of resources in response to curriculum and programmatic needs, projected enrollment, school capacity and the overall condition of facilities and infrastructure. The Master Plan will assist in the identification & prioritization of capital projects encompassing school additions, renovations & replacements over the next 10 plus years. The Waterbury Board of Education is the recipient of \$42 million in Elementary and Secondary School Emergency Relief (ESSER) - ESSER-II funding and \$90 million in ESSER-III funding to be passed through the State Department of Education. A substantial portion of the ESSER funding is being appropriated for school building HVAC, air-quality & mechanical system improvements, school auditorium renovations, school playscape replacements, school locker replacement and several other needed improvements throughout the districts school facilities. A State School Building Construction Grant application is under development for the next large scale project that envisions the renovation and expansion of the International School into a PreK-8 school with two classes per grade.

Community Development, HOME Investment and Emergency Solution Grants

The City annually receives awards from the U.S. Department of Housing & Urban Development Program to further community development programs, home investment and emergency assistance. The grants are known as the City's Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships Program (HOME) and the Emergency Solutions Grant Program (ESG).

The most recent performance report to HUD detailed the expenditure of \$2.9 million on a wide variety of activities and projects, which served the low- and moderate-income residents of Waterbury. A total of 12,065 citizens benefitted from the fourteen public service agencies funded with community development grants, including 296 seniors who received needed transportation via the senior shuttle. Over 800 citizens received food and shelter from the three ESG grantees. Under the HOME Program, a total of six rental units on Maple Avenue were completed during the year.

The City continued its efforts to address citizen needs resulting from the Coronavirus Pandemic (COVID-19) by utilizing supplemental funding under the CARES Act: \$1.3 million in CDBG-CV1 funds and \$1.8 million in ESG-CV funds. These funds are being used to carry out various projects aimed at preventing, preparing for, and responding to COVID-19. The City recently received an additional \$968,000 in CDBG-CV3 funds under the CARES Act; and, under the American Rescue Plan (ARP), has been awarded \$3.2 million in HOME-ARP funds to address homeless assistance needs including: affordable housing, tenant based rental assistance, supportive services, and non-congregate shelter.

Recreation and Cultural Development

Naugatuck River Greenway Project – Phase I, Significant grant money was awarded to the City for the physical construction of Phase I of a Greenway along the banks of the Naugatuck River. It is believed the Greenway Project will reconnect residents of the City and the Region with the Naugatuck River, encourage the use of alternate means of transportation, foster significant riverfront redevelopment and further Brownfield remediation, as well as promote healthier lifestyles and an improved quality of life. Federal and State grants secured for the Phase I construction of the Greenway funded nearly 80% of the \$9.5 million project. Construction of Phase I of the Greenway and river inlet park began in 2021 and reached substantial completion this past fall. Phase I included construction of a greenway approximately 2.2 miles long along the Naugatuck River and an inlet access park along the Naugatuck River.

Naugatuck River Greenway Project – Phase II, The City was recently awarded a \$23.1 million RAISE grant from the U.S. Department of Transportation to fund Phase II of the Greenway Project. This grant will fund construction of Phase II of the Naugatuck River Greenway Trail (approximately 2.3 miles) along with renovation and streetscape improvements to the City's West Main Street as part of the Waterbury Active Transportation Economic Resurgence efforts. Planning for Phase II project development and construction will begin over the winter.

Municipal Stadium, is the main athletic facility for the City with multiple baseball fields and a 130,000-square-foot synthetic football field. The City, with State grant assistance, completed a \$4.5 million renovation of the facility in January 2016 to meet the growing needs of City athletes including the installation of a 1,800-person capacity aluminum grandstand. The project consisted of the installation of the aluminum decking system, the completion of the repointing (restoration) of the granite façade, the installation of parapet capstones atop the main wall, and the restoration of the main entrance, egress lighting and site lighting. The construction of a \$3.8 million, 8,500 sq. ft. locker room & public restroom facility was completed in June 2019. The facilities 130,000 sq. ft. synthetic football field turf was replaced in September 2019 and represented the completion of several major facility improvements which has now positioned Municipal Stadium as one of the premier multi-functional athletic facilities in the region. Municipal Stadium now has the facilities required to be able to host high school and collegiate sectional & regional tournaments for several sports.

CITY MANAGEMENT FINANCIAL POLICIES AND INITIATIVES

The following financial accomplishments, policies and related initiatives occurred during the fiscal year ended June 30, 2022:

Sustained Long-Term Financial Stability

Economic development efforts over the past ten years are being validated by the continuing growth in the City's net-taxable grand list. Grand list growth, strategic investments in cost saving solutions and sound budget management policies has provided for the stabilization of the City's mill rate. The City's real estate & personal property mill rate has been held at 60.21 mills now for seven (7) consecutive fiscal years, including the current 2023 Fiscal Year.

The City's General Fund generated a \$1.0 million surplus for the fiscal year ending June 30, 2022 following the posting of \$3.8 million in year-end surplus transfers to other reserve accounts. The General Fund's total fund balance as of June 30, 2022 is \$26.1 million, representing 6.1% of the City's FY2022 \$425.0 million adopted budget. For more than ten years running, the City has produced fiscal year-end budget surpluses while at the same time not drawing upon any designation of fund balance built into the budget. It is a testament to the efforts of the Mayor, the Finance Director, the Manager of Budget Development & Oversight and the Cost Containment & Oversight Committee along with adhering to a City practice of adopting an annual budget based on sound principals and reasonable expectations along with not being reliant upon one-time revenues. The fiscal year 2023 adopted budget includes a \$3 million designation of fund balance for mill rate stabilization as has been consistently designated for several years. To the extent that the \$3 million designation is not drawn upon during the current fiscal year it remains available for designation in the subsequent fiscal year.

The City's Internal Service Funds comprised of largely self-insured programs for health benefits, workers compensation claims, heart & hypertension claims & general liability claims report a positive net position of \$28.2 million as of June 30, 2022, following investment losses of \$7.7 million and paid claims costs increasing \$13.5 million year over year. The positive net position of \$28.2 million is net of the recorded \$46.2 million in current and non-current accrued claim liabilities. The established program reserves are available to assist with any potential budgetary pressures driven by future program cost increases such as those that occurred in fiscal year 2022.

The current FY2023 budget was crafted in a manner which took into consideration the projected year end results for FY2022 within the City's General Fund and Internal Service Funds. The FY2023 budget was approved by the City's Board of Aldermen on June 6, 2022. Revenue estimates of \$428.9 million were developed on the basis of achievable results as a means to limit income deficiencies and thereby strengthening the likelihood of again meeting the City's undesignated fund balance objectives. The FY2023 appropriated expenditure budget of \$428.9 million represents an increase of \$3.930 million or 0.92%. The FY2023 adopted budget increases the budgeted contingency from \$1.5 million to \$2.5 million in anticipation of wage growth on unsettled contracts prior to budget adoption. Budgeted appropriations provide funding to meet current services, includes appropriate levels of budgeted contributions to the debt service and internal service funds to meet current obligations and fully funds the Pension Fund's annual required contribution.

Property Tax Collections

The City continues to utilize a collection agency to pursue delinquent motor vehicle taxes, utilizes a warrant collection program on delinquent real-estate and personal property, maintains a scoff-law booting program and administers an active tax sale auction program. Current levy tax collections benefit from these delinquent collection programs. The budgeted, current tax collection rate of 96.0% was exceeded by 1.02% in FY2022 achieving a 97.02% collection rate on the original levy in the first year of levy. Total property tax collections of \$259.9 million came in \$2.9 million more than budgeted.

General Fund Balance Status & Policy

The City's General Fund reported a total fund balance this year of \$26.1 million representing an increase of \$1.1 million. The General Fund's unassigned component of fund balance is \$23.1 million with \$3.0 million assigned to the fiscal year 2023 Budget. The fund balance designation is designed to limit unnecessary tax levy growth. The City has an adopted Fund Balance Policy designed to balance the concerns of the bond rating agencies, bond investors, and financial institutions to maintain sufficient resources to meet unexpected emergencies with the taxpayers' desire to have a reasonable tax levy. The policy's general goals include maintaining an unreserved general fund balance equal to 5% to 8% of budgetary expenditures and a limitation to designate no more than 1% of prior year's budgetary based actual expenditures as a revenue source during the budget development and approval process for the subsequent budget year. The General Fund's total fund balance as of June 30, 2022 is \$26.1 million, representing 6.1% of the City's FY2022 \$425.0 million adopted budget. The City complied with the adopted policy in setting the \$3 million designation from Fund Balance for tax relief as part of the fiscal 2023 adopted budget.

Pension Funding

In September 2009, the City issued a \$313 million pension obligation bond to provide for a 70% funding of the Pension Plan's actuarial accrued liability. The outstanding balance on the pension obligation bonds is \$204.0 million as of June 30, 2022. The July 1, 2021 Pension Plan Actuarial Valuation Report prepared by Hooker & Holcombe, Inc., reports the actuarial value of plan assets at \$454.1 million and an actuarial accrued benefit liability of \$659.6 million representing a 68.8% actuarial value plan funding status as of July 1, 2021. This represents a 2.2% increase in the plan funding status when compared with a plan funding status of 66.8% on July 1, 2020. In FY2022, the City fully funded its \$22.5 million annual required pension contribution. In addition, the City paid debt service totaling \$26.1 million for principal and interest on the pension obligation bonds. The FY2022 pension plan contribution included the twelfth year of a thirty-year amortization period (established in fiscal year 2010) to amortize the remaining unfunded portion of the actuarial accrued liability.

OPEB Funding

The City will continue its commitment to meeting its obligations for medical benefits of both its active employees and benefit eligible retired employees, on a pay-as-you go basis, through the annual adoption of General Fund contributions to the City's Health Benefits internal service fund by factoring in current reserves, prior years' experience & medical cost trends. The City's Health Benefits self-insured internal service fund has a Net Position of \$20.8 million as of June 30, 2022. The program reserves will be available to assist with future anticipated program cost increases post pandemic. The City's OPEB Liability of \$953.4 million as of June 30, 2022 has been actuarially calculated in accordance with new GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*. The \$193.4 million decrease in the OPEB Liability below the \$1.1 billion reported on June 30, 2021 is substantially due to 1.38% increase in the discount rate.

In 2003, with an understanding of the long-term implications of the existing OPEB benefit program, the City, via the powers of the State Oversight Board at the time, modified collective bargaining agreements to significantly curtail the OPEB benefits for those employees hired after the contract modification date (2004 time frame). In addition, future retiree co-share requirements were established for those current employees grandfathered into the previous benefit program. Over time the elimination and significant curtailment of post-employment medical coverage will begin to reduce the OPEB accrued liability and eventually significantly reduce the compounded cost impact of funding medical coverage for both actives employees and retirees. The City has successfully negotiated the adoption of a consumer driven high-deductible health plan for all active employees with few exceptions.

A "Medicare Enrollment Initiative" was developed to leverage Medicare as the primary payer to reduce costs for the City all while preserving and maintaining the integrity of the benefits that have been promised to retirees through their Collective Bargaining Agreements (CBA). With a plan enrollment effective date of July 1, 2016 (FY2017), following successful enrollment of all retirees in the prior fiscal year, the City was positioned to save significant sums of money with transitioning first-party payer obligation to Medicare for City retirees over age 65 that were not previously enrolled in Medicare A and B. Without Medicare's position as primary payer the City had the sole responsibility for the total financial burden to pay retiree medical claims. The results with Medicare positioned as primary payer have far exceeded preliminary estimates and proven the critical importance of implementing the Medicare Enrollment Initiatives. The City's net avoided medical claims costs, net of Medicare premiums continue to average approximately \$10 million per year.

DEBT MANAGEMENT

The City is strongly committed to attaining the right balance of capital renewal and reinvestment within the City over time. Each and every bond authorization submitted for approval by the City's governing body is critically evaluated beforehand by the City's Administration. All merits of a project are evaluated to ensure the project fully warrants committing the City's bonding capacity for the identified purpose. The City's bond authorization and debt issuance management plan seeks to maintain an annual debt service cost in the 5%-6% range of total budget. A level, annual debt service commitment in the 5%-6% range of total budget will provide for continual capital investment opportunities in educational facilities, infrastructure and economic development initiatives for the long-term betterment of the City, its residents & businesses and to provide long-term sustainability of the City for generations to come.

Bond Credit Ratings Reaffirmed & Upgraded with Stable Outlooks

In April 2022 in anticipation of a May 2022 bond issue, City representatives met with three credit rating agencies to present the City's current financial condition and outlook including a comprehensive overview of current economic development activities and financial management policies. The Kroll Bond Rating Agency (KBRA) upgraded the City's bond rating to "AA", just two notches below the strongest rating available at "AAA". KBRA noted that the bond upgrade recognizes the Administration's deep commitment and demonstrated ability to attract economic development and for its successful navigation of the COVID-19 pandemic, as well as the City's clear runway for further growth. Management's strong financial policies and monitoring along with continued improvement in financial flexibility were further highlighted. Standard and Poor's Global along with Fitch Ratings both reaffirmed the City's "AA-" bond rating with stable outlooks highlighting the City's very strong management, strong budgetary performance, and budget flexibility.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

The Finance Department submitted the City's Annual Comprehensive Financial Report for the fiscal year ending June 30, 2022 to the Government Finance Officers Association for certification. For the fifteenth (15) consecutive year the City's Annual Comprehensive Financial Report was awarded the "Certificate of Achievement for Excellence in Financial Reporting." The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment of the Department of Finance. In order to receive the Certificate of Achievement, the Department of Finance published an easily readable and efficiently organized annual comprehensive financial report. The 2021 Annual Comprehensive Financial Report satisfied both the accounting principles generally accepted in the United States of America and applicable legal requirements. The City's Independent Auditor issued an unqualified opinion on the City's 2021 Annual Comprehensive Financial Report representing that in their opinion, "The financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Waterbury, Connecticut, as of June 30, 2021".

FINANCIAL MANAGEMENT

The City's management is responsible for establishing and maintaining an internal control structure designed to ensure its assets are protected from loss, theft or misuse and to ensure that adequate accounting data is compiled to manage spending within prescribed budget limitations and for the preparation of financial statements in conformity with generally accepted accounting principles. The City's internal control structure is designed to provide reasonable, but not absolute assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The City's accounting records for general government are maintained on the modified accrual basis. Revenues are recorded when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The City's accounting records for enterprise funds, internal service funds, pension and nonexpendable trust funds are maintained on an accrual basis. Revenues are recognized when earned, and expenses recognized when incurred.

INDEPENDENT AUDIT

State Statute and the City Charter require an annual audit by an independent certified public accountant. The statute further prescribes that each municipality's annual report shall be prepared in accordance with accounting principles generally accepted in the United States of America. This report has been prepared according to these standards. The auditors' unmodified opinion is included in this report.

AWARDS AND ACKNOWLEDGEMENTS

Awards

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Waterbury for its annual comprehensive financial report for the fiscal year ended June 30, 2021.

In order to receive the Certificate of Achievement, the City published an easily readable and efficiently organized annual comprehensive financial report. This report satisfies both accounting principles generally accepted in the United States of America and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year. We believe our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements, and will be submitting it to the GFOA to determine its eligibility for another certificate.

The City has received the "Certificate of Achievement for Excellence in Financial Reporting" for fifteen (15) consecutive years.

Acknowledgments

The preparation of this report could not be accomplished without the efficient and dedicated services of the entire staff of the Finance Department. I would like to express my appreciation to all members of the Department who assisted and contributed to its preparation. I also would like to thank the Mayor, his Manager of Budget Development & Oversight and the Board of Aldermen for their interest and commitment in the planning, participation in and oversight of the financial operations of the City.

Respectfully submitted,

A handwritten signature in black ink, reading "Michael J. LeBlanc". The signature is fluid and cursive, with the first name "Michael" and last name "LeBlanc" clearly distinguishable.

Michael J. LeBlanc, CPA
Director of Finance



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Waterbury
Connecticut**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morill

Executive Director/CEO

FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Waterbury, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Waterbury's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Waterbury, as of June 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Waterbury and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Waterbury's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Waterbury's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Waterbury's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison information and the pension and OPEB schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Waterbury's basic financial statements. The accompanying supplementary information such as the combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 7, 2022, on our consideration of the City of Waterbury's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Waterbury's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Waterbury's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

West Hartford, Connecticut
December 7, 2022

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

This discussion and analysis of the City of Waterbury, Connecticut's (the City) financial performance is provided by management to provide an overview of the City's financial activities for the fiscal year ended June 30, 2022. Please read this MD&A in conjunction with the transmittal letter and the City's financial statements, Exhibits I to IX.

Overview of the Financial Statements

The discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. The report also contains other supplementary information. The government-wide statement of net position and the statement of activities (Exhibits I and II, respectively) provide information about the activities of the City as a whole and present a longer-term view of the City's finances, similar to the private-sector. Fund financial statements are presented in Exhibits III to IX. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending. Fund financial statements also report the City's operations in more detail than the government-wide statements by providing information about the City's most significant funds. The remaining statements provide financial information about activities for which the City acts solely as a trustee or agent for the benefit of those outside of the government.

Financial Highlights

- On a government-wide basis, the City's Net Position as of June 30, 2022 is a negative \$718.8 million which includes the full recognition of a total OPEB (*other post-employment benefits*) Liability of \$953.4 million and a Net Pension Liability of \$301.7 million. The City's government-wide negative Net Position of \$718.8 million is comprised of a governmental activities negative Net Position of \$878.0 million and a business-type activities positive Net Position of \$159.2 million.
- The City's Net Position, on a government-wide full accrual basis, increased by \$24.4 million as a result of this year's operations. Net Position in governmental activities increased \$27.8 million with Net Position in business-type activities decreasing \$3.4 million. A \$55.6 million positive net change in Fund Balances – Governmental Funds was almost entirely the result of recognizing \$50 million in bond sale proceeds along with a \$4.9 million bond premium on the sale. The excess of revenues over expenses for all governmental funds prior to the recognition of the bonds and bond premium was \$661 thousand. Therefor the \$27.8 million Net Position increase in governmental activities is almost entirely driven by the full accrual basis of accounting adjustments. Significant positive accrual adjustments included, \$27.6 million in debt service repayments and a \$16.6 million reduction in prior year deferred other receivables. Offsetting decreases in Net Position included a \$3.7 million net position reduction for recognition of the annual changes in the City's Pension & OPEB liabilities and a \$12.2 million Net Position decrease in the City's internal service funds. Net Position of our business-type activities decreased \$3.4 million which includes recognition of a \$7.7 million capital asset depreciation expense. During the fiscal year, the City recorded government-wide program revenues, operating & capital grants, property taxes and other general revenues of \$657.3 million compared with \$632.9 million in government-wide expenses.

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

- The City's General Fund reported a total fund balance this year of \$26.1 million representing an increase of \$1.1 million. The General Fund unassigned component of fund balance is \$23.1 million with \$3.0 million assigned to the 2023 fiscal year budget. The General Fund's revenue resources available for appropriation were \$1.0 million less than anticipated. The General Fund's expenditures were \$5.9 million less than appropriated. The net budgetary surplus of \$4.9 million avoided any drawdown of the prior year's \$3.0 million designation of fund balance. Additionally, the net budgetary surplus provided for \$3.8 million in year-end surplus transfers to allocate funding for capital purchases and building improvements and provided for a \$1.1 million increase in the General Fund balance reserve.
- The City's governmental activities change in Net Position is annually impacted by the recognition of annual changes in the City's Pension & OPEB liabilities as well as the associated recognition of deferred inflows/outflows that do not require the use of current financial resources but are recognized in the statement of activities as a change in Net Position. Financial Statement Exhibit IV's reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances reports the following changes related to the City's governmental type Pension & OPEB liabilities:

Change in Net Pension Liability	\$ (111,513)
Change in Deferred Outflows Related to Pension	100,926
Change in Deferred Inflows Related to Pension	3,288
Change in Total OPEB Liability	190,002
Change in Deferred Outflows Related to OPEB	(32,929)
Change in Deferred Inflows related to OPEB	<u>(153,453)</u>
Statement of Activities - Change in Pension/OPEB Liabilities	<u>\$ (3,679)*</u>

**The notes to the financial statements contain informative disclosures on the funding status & funding policy for the City's Pension & OPEB Liabilities.*

- The City's governmental activities net position in the City's Internal Service Funds reported a combined \$12.2 million decrease when factoring in all sources of revenues used to fund the 2022 fiscal year health benefit, workers compensation, heart & hypertension and general liability self-insured program expenses. Investment Loss of \$7.8 million on \$65.7 million of invested assets provided for more than half of the FY2022 net position decrease. FY2022 benefits, claims and administration costs increased by \$17.0 million over FY2021 as benefit utilization exceeded pre-pandemic levels compounded by pandemic deferred treatments occurring during fiscal year 2022. The City & Board of Education were able to increase employer premiums by \$2.4 million in FY2022. Overall, operating revenues of \$125.8 million, including City premiums of \$99.0 million provided near full funding for program expenses of \$127.0 million (excluding a \$3.2 million increase in claims incurred/not reported accrual). The program reserves were well positioned as of June 30, 2021 to assist with the anticipated program cost increases post pandemic that occurred during the fiscal year ending June 30, 2022.
- The \$11.6 million Debt Service - Fund Balance as of June 30, 2022 reflects an increase of \$2.3 million during FY2022. The \$2.3 million increase was driven by a \$4.9 million new June 2022 bond issue premium partially offset by a planned, multi-year drawdown of a \$9.5 million bond premium derived from the City's February 2020 bond sale. The new bond premium will be used to offset debt service program increases occurring in fiscal years 2024 & 2025.

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

- The General Capital Improvement Fund has a \$59.4 million positive fund balance as of June 30, 2022. Refer to Exhibit B-3 for a summary of active capital projects. The Capital Budget and Vehicle Replacement Funds, each comprised of local funds set aside by the City and Board of Education for capital renewal, replacement and program investments accounts for \$36.8 million of the overall General Capital Improvement fund balance.
- The Education Capital Improvement Fund has a \$7.7 million deficit fund balance as of June 30, 2022. Refer to Exhibit B-4 for a summary of active capital projects. The Educational Capital Improvement fund is comprised of school building construction and renovation projects that are largely funded through the State's School Construction Grant Program. The accumulated deficit as of June 30, 2022 is anticipated to be funded by the receipt of school construction grant revenues upon completion of ongoing school project audits. Board of Education capital contingency funds totaling \$16.1 million as of June 30, 2022 are included in the General Capital Budget account.
- Governmental Funds conversion activity includes the capitalization of expenses for capital improvement and equipment purchases during FY2022 totaling \$24.0 million, depreciation expense on previously capitalized assets of \$26.4 million, capital project bond financing of \$50.0 million and outstanding bond principal repayments of \$27.6 million.
- In the City's business-type activities, expenses of \$39.4 million, including depreciation expense of \$7.7 million were supported by revenues of \$34.8 million in user fees, other service revenue, and investment income. Overall, the net position in the City's business-type activities enterprise funds decreased by \$3.4 million after accounting for the receipt of a \$1.3 million in capital grants.

Government-Wide Financial Statements

The analysis of the City as a whole begins on Exhibits I and II. The Statement of Net Position and the Statement of Activities report information about the City as a whole and about its activities for the current period. These statements include all assets and liabilities using the accrual basis of accounting. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid. These two statements report the City's net position and the changes within. The City's net position, the difference between assets and liabilities, is one way to measure the City's financial health, or financial position. Over time, increases or decreases in the City's net position are one indicator of whether its financial health is improving or deteriorating. The reader needs to consider other nonfinancial factors, however, such as the accounting standards applied to the recognition of long-term OPEB & Pension obligations, changes in the City's property tax base and the condition of the City's capital assets, to assess the overall health of the City.

In the statement of net position and the statement of activities the City reports the following activities:

- *Governmental activities* - Most of the City's basic services are reported here, including education, public safety, public works, human services, culture, and general administration. Property taxes, charges for services, and State and Federal Grants finance most of these activities.
- *Business-type activities* - The City's Bureau of Water Enterprise Fund and Water Pollution Control Enterprise Funds are reported here. The City charges user fees to customers to help cover most or all of the cost of services.

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

Fund Financial Statements

The fund financial statements begin with Exhibit III and provide detailed information about the most significant funds - not the City as a whole. Some funds are required to be established by Charter. However, the City establishes many other funds to help control and manage financial activities for particular purposes to show that it is meeting legal responsibilities for using grants and other money. The City's funds are divided into three categories: governmental, proprietary and fiduciary.

- ***Governmental Funds (Exhibits III and IV)*** - Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or less financial resources that can be spent in the near future to finance the City's programs. The relationship (or differences) between governmental activities (reported in the statement of net position and the statement of activities) and governmental funds is described in a reconciliation which is included with the fund financial statements.
- ***Proprietary Funds (Exhibits V, VI and VII)*** - When the City charges customers for the services it provides, whether to outside customers or to other units of the City, these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the statement of net position and the statement of activities. In fact, the City's enterprise funds (a component of proprietary funds) are the same as the business-type activities reported in the government-wide statements, but provide more detail and additional information, such as cash flows, for proprietary funds. Internal service funds (the other component of proprietary funds) are used to report activities that provide supplies and services for the City's other programs and activities - such as the City's Self Insured Internal Service Funds.
- ***Fiduciary Funds (Exhibits VIII and IX)*** - The City is the trustee, or fiduciary, for its employees' pension plan. All of the City's fiduciary activities are reported in separate statements of fiduciary net position and changes in fiduciary net position. These activities are excluded from the City's other financial statements because the City cannot use these assets to finance its operations. The City is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022

Government-Wide Financial Analysis

The analysis below focuses on the net position (Table 1) and changes in net position (Table 2) of the City's governmental and business-type activities.

TABLE 1
NET POSITION
(In Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Current and other assets	\$ 334,411	\$ 243,643	\$ 40,977	\$ 34,399	\$ 375,388	\$ 278,042
Capital assets	727,369	727,796	194,310	193,310	921,679	921,106
Total assets	<u>1,061,780</u>	<u>971,439</u>	<u>235,287</u>	<u>227,709</u>	<u>1,297,067</u>	<u>1,199,148</u>
Deferred charge on refunding	2,895	3,223	63	94	2,958	3,317
Deferred outflow related to pension	61,747	6,497	3,220	278	64,967	6,775
Deferred outflow related to OPEB	145,435	178,365	3,548	4,348	148,983	182,713
Total deferred outflows	<u>210,077</u>	<u>188,085</u>	<u>6,831</u>	<u>4,720</u>	<u>216,908</u>	<u>192,805</u>
Long-term liabilities:						
Long-term debt	472,502	445,997	37,322	28,681	509,824	474,678
Employee benefit obligations	1,254,222	1,334,353	36,424	35,231	1,290,646	1,369,584
Risk management and other	48,705	44,141	-	-	48,705	44,141
Other liabilities	108,395	88,044	2,555	2,027	110,950	90,071
Total liabilities	<u>1,883,824</u>	<u>1,912,535</u>	<u>76,301</u>	<u>65,939</u>	<u>1,960,125</u>	<u>1,978,474</u>
Advance property tax collections	231	239	-	-	231	239
Lease receivables	8,751	-	-	-	8,751	-
Deferred inflow related to pension	4,062	53,029	170	1,359	4,232	54,388
Deferred inflow related to OPEB	252,980	99,528	6,429	2,486	259,409	102,014
Total deferred inflows	<u>266,024</u>	<u>152,796</u>	<u>6,599</u>	<u>3,845</u>	<u>272,623</u>	<u>156,641</u>
Net Position:						
Net investment in capital assets	474,602	500,062	162,052	164,723	636,654	664,785
Restricted	5,023	5,017	-	-	5,023	5,017
Unrestricted	<u>(1,357,616)</u>	<u>(1,410,886)</u>	<u>(2,834)</u>	<u>(2,078)</u>	<u>(1,360,450)</u>	<u>(1,412,964)</u>
Total Net Position	<u>\$ (877,991)</u>	<u>\$ (905,807)</u>	<u>\$ 159,218</u>	<u>\$ 162,645</u>	<u>\$ (718,773)</u>	<u>\$ (743,162)</u>

Net position of the City's governmental activities increased by \$27.8 million (negative net position of \$878.0 million compared to last year's negative net position of \$905.8 million). The City's governmental activities unrestricted net position - the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation or other legal requirements is a negative \$1.3 billion at the end of this year compared with last year's negative net position of \$1.4 billion. The \$1.3 billion negative net position encompasses a governmental activities long-term Net Pension liability of \$289.6 million, a long-term OPEB liability of \$929.6 million and a long-term Pension Obligation outstanding bond of \$204.0 million. The notes to the financial statements contain informative disclosures on the funding status & funding policies for the City's Pension & OPEB liabilities.

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
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The governmental activities change in net position reflects a \$190.0 million decrease in the governmental portion of the OPEB Liability largely driven by an increase in the liability discount rate. The governmental activities change in net position reflects a \$111.5 million increase in the governmental portion of the net pension liability as the money-weighted rate of return on the pension plan investments for fiscal year ending June 30, 2022 was a negative (17.67%) compared with a plan investment rate return assumption of 7.8%.

For the Governmental Activities, the net investment in capital assets excludes pension obligation bonds outstanding of \$204.0 million as of June 30, 2022. Outstanding general obligation bonds for capital asset construction purposes totaled \$243.9 million as of June 30, 2022. Unamortized bond premiums totaled \$22.8 million.

Fund balances in the City's General & Education Capital Improvement funds reflect a combined balance of \$51.7 million, increasing \$50.6 million during FY2022 including the realization of \$50 million in bond proceeds from a June 2022 bond sale. Refer to Exhibits B-3 & B-4 for the schedules of changes in project fund balances. Current year capital outlay expenses of \$38.9 million were offset by \$26.1 million in receipted capital grants and other revenues. Transfers into the Capital Improvements Funds of \$13.5 million will be used to fund various capital expenses in subsequent fiscal years. The \$11.6 million Debt Service - Fund Balance as of June 30, 2022 reflects an increase of \$2.3 million during FY2022. The \$2.3 million increase was driven by a \$4.9 million new bond issue premium (June 2022) partially offset by a planned, multi-year drawdown of a \$9.5 million bond premium derived from the City's February 2020 bond sale. The new bond premium will be used to offset debt service program increases occurring in fiscal years 2024 & 2025.

The City's governmental activities net position in the City's Internal Service Funds reported a combined \$12.2 million decrease when factoring in all sources of revenues used to fund the 2022 fiscal year health benefit, workers compensation, heart & hypertension and general liability self-insured program expenses. An investment loss of \$7.8 million on \$65.7 million of invested assets provided for more than half of the FY2022 Net Position decrease. FY2022 benefits, claims and administration costs increased by \$17.0 million over FY2021 as benefit utilization exceeded pre-pandemic levels compounded by pandemic deferred treatments occurring during fiscal year 2022. The City & Board of Education were able to increase employer premiums by \$2.4 million. Overall, operating revenues of \$125.8 million, including City premiums of \$99.0 million provided near full funding of program expenses totaling \$127.0 million (excluding a \$3.2 million increase in claims incurred/not reported accrual). The program reserves were well positioned as of June 30, 2021 to assist with the anticipated program cost increases post pandemic. The health benefits & risk management claims current and non-current accrued liabilities of \$45.3 million as of June 30, 2022 are fully funded. Total Net Position (Internal Service Fund reserves) total \$28.2 million as of June 30, 2022.

CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022

The total net position of the City's business-type activities decreased \$3.4 million during FY2022 as operating, repair and maintenance costs substantially increased in FY2022. Excluding \$7.7 million in depreciation expenses, operational income is reflected at \$3.6 million. Capital grants in FY2022 totaled \$1.3 million as design costs for several capital projects were funded by an allocation from the City's American Rescue Plan Act funds. A positive Net Position of \$159.2 million compares to last year's positive net position of \$162.6 million. Water and Water Pollution Control enterprise fund expenses of \$39.4 million, including depreciation expense of \$7.7 million were supported by revenues of \$34.7 million in user fees, other service revenue, and investment income. The City generally can only use the enterprise funds positive net positions to finance the continuing operations of the Bureau of Water and Water Pollution Control Enterprise Funds. Changes in net position included the capitalization of \$8.8 million in capital expenses and depreciation of \$7.7 million on previously capitalized assets. \$2.2 million of principal repayments were made on outstanding capital financing. \$10.0 million in general obligation bonds were issued in June 2022 to finance ongoing water pollution control capital investments.

TABLE 2
CHANGES IN NET POSITION
(In Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues:						
Program revenues:						
Charges for services	\$ 15,000	\$ 14,873	\$ 34,177	\$ 33,663	\$ 49,177	\$ 48,536
Operating grants and contributions	278,233	327,443	-	-	278,233	327,443
Capital grants and contributions	45,302	21,731	1,331	-	46,633	21,731
General revenues:						
Property taxes	259,410	258,655	-	-	259,410	258,655
Grants and contributions not restricted to specific purposes	29,226	26,438	-	-	29,226	26,438
Unrestricted investment earnings	(7,703)	8,441	14	7	(7,689)	8,448
Other general revenues	1,810	1,150	496	470	2,306	1,620
Total revenues	<u>621,278</u>	<u>658,731</u>	<u>36,018</u>	<u>34,140</u>	<u>657,296</u>	<u>692,871</u>
Expenses:						
General government	131,855	113,468	-	-	131,855	113,468
Public works	42,255	35,622	-	-	42,255	35,622
Public safety	68,380	70,054	-	-	68,380	70,054
Development and community affairs	4,401	1,825	-	-	4,401	1,825
Human services	16,056	14,482	-	-	16,056	14,482
Education	303,713	368,057	-	-	303,713	368,057
Culture and recreation	6,065	6,470	-	-	6,065	6,470
Interest on long-term debt	20,737	21,628	-	-	20,737	21,628
Bureau of Water	-	-	14,728	12,528	14,728	12,528
Water Pollution Control	-	-	22,149	18,991	22,149	18,991
Utility Administrative Division	-	-	2,568	2,606	2,568	2,606
Total program expenses	<u>593,462</u>	<u>631,606</u>	<u>39,445</u>	<u>34,125</u>	<u>632,907</u>	<u>665,731</u>
Change in Net Position before transfers	27,816	27,125	(3,427)	15	24,389	27,140
Transfers	-	1,100	-	(1,100)	-	-
Change in Net Position	27,816	28,225	(3,427)	(1,085)	24,389	27,140
Net Position at Beginning of Year, as restated	<u>(905,807)</u>	<u>(934,032)</u>	<u>162,645</u>	<u>163,730</u>	<u>(743,162)</u>	<u>(770,302)</u>
Net Position at End of Year	<u>\$ (877,991)</u>	<u>\$ (905,807)</u>	<u>\$ 159,218</u>	<u>\$ 162,645</u>	<u>\$ (718,773)</u>	<u>\$ (743,162)</u>

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

Governmental Activities

The City's total governmental revenues were \$621.3 million in FY2022 as compared with \$658.7 million in the prior year, representing a \$37.4 million decrease. Operating grants & contributions decreased \$49.2 million which is largely attributable to the reduction in on-behalf revenue recognition (for financial statement reporting purposes) within the City's financial statements associated with the Department of Education's allocated share of the change in the State Teacher's Retirement System (TRB) pension & OPEB liabilities. The revenue recognition in the City's financial statements associated with the change in the State's TRB's liabilities decreased \$52.6 million in 2022, decreasing from \$77.3 million in FY2021 to \$24.7 million in FY2022. Excluding the change in Department of Education's allocated share in the State TRB's liabilities, Operating grants & contributions would reflect an increase of \$3.4 million. Capital grants and contributions increased \$23.6 million largely driven by the increase in capitalized expenditures funded by grant resources. Unrestricted investment earnings decreased \$16.1 million driven by poor performance within the City internal service funds fixed income and equity market driven investments.

The total cost of all governmental activities programs and services was \$593.5 million in FY2022 as compared with \$631.6 million in the prior year, representing a \$38.1 million decrease. The \$38.1 million expense decrease includes a \$22.7 million year-over-year expense recognition decrease attributable to a reduction in the City's OPEB and Pension liabilities (*\$3.7 million expense recognition in FY2022 compared with \$26.4 million in FY2021*). Additionally, the \$38.1 million expense decrease includes financial statement recognition of the change in Department of Education's allocated share in the State TRB's liabilities, decreasing \$52.6 million in 2022 (decreasing from \$77.3 million to \$24.7 million). When these two items are excluded, the year-over-year governmental activities programs and services costs reflect an increase of \$37.2 million. The City's claims and administrative cost increases with the Internal Service Funds account for \$17.0 million of the governmental activities program increases. The balance of the increase is tied to Governmental Fund based expenditures (excluding capital outlay and debt service expenditures) increasing from \$522.8 million in FY2021 to \$544.7 million in FY2022, representing an increase of \$21.9 million. The majority of the increase in governmental program costs were funded by an increase in the Board of Education's Alliance Grant along with ARPA and ESSER revenues applied to programs & services.

Table 3 presents the cost of each of the City's five largest programs - general government, public works, public safety, human services and education - as well as each program's net cost (total cost less revenues generated by the activities). The net cost shows the financial burden that was placed on the City's taxpayers by each of these functions on the full accrual basis of accounting.

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

**TABLE 3
GOVERNMENTAL ACTIVITIES**
(In Thousands)

	Total Cost of Services		Net Cost of Services	
	2022	2021	2022	2021
General government	\$ 131,855,000	\$ 113,468	\$ 125,673,000	\$ 104,534
Public works	42,255	35,622	6,843	19,911
Public safety	68,380	70,054	62,827	64,389
Human services	16,056	14,482	4,094	1,205
Education	303,713	368,057	33,278	55,663
All others	31,203	29,923	22,212	21,857
Totals	<u>\$ 593,462,000</u>	<u>\$ 631,606</u>	<u>\$ 254,927,000</u>	<u>\$ 267,559</u>

Business-Type Activities

Charges for service revenues in the City's business-type activities (see Table 2) increased \$514 thousand or 1.5%, reflecting the impacts of water user rate increases that went into effect on July 1, 2021. The Water Enterprise Fund recorded \$1.3 million in capital grants derived from the City's allocation of ARPA funding for water capital renewal & replacement design costs.

Business-type activities operating expenses increased by \$5.3 million in FY2022. The Bureau of Water's operating expenses increased \$2.2 million or 17.6%. The Water Pollution Control Department's operating expenses increased \$3.2 million or 16.6%. The increases are due to a combination of factors including both outside management (CPI increases) & internal employee salary/benefit cost increases, chemical cost increases due to inflation & supply chain issues, emergency repair cost increases and increases associated with a continued greater focus on repairs and preventive maintenance programs. Included in the recognized cost increases is a \$622 thousand increase in depreciation on previously capitalized assets. A positive Net Position of \$159.2 million compares to last year's positive net position of \$162.6 million.

In November 2018, the City entered into a third-party operations, maintenance and management services agreement with CH2M Hill Engineers, Inc., a subsidiary of Jacobs Engineering Group, Inc. to operate and manage the City's Water Pollution Control wastewater collection and treatment systems. Jacobs Engineering Group is now responsible for performing all services necessary for the proper and satisfactory operation and maintenance of the wastewater collection and treatment systems with full-service 24-hours-a-day, seven days a week. The term of the Agreement is for ten years. The Management, Operation & Maintenance contract for the Water Treatment Plant is currently out to competitive bid (request for proposals) as the current contract expires on June 30, 2023.

In the City's business-type activities, a Utility Administrative Division enterprise fund exists to provide accounting, billing and collection activities for the Bureau of Water and Water Pollution Control under one Division. Premium cost allocations are included in the Bureau of Water and Water Pollution Control's operating budgets to fund the Administrative Division.

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

City Funds Financial Analysis

Governmental Funds

As the City closed FY2022, its governmental funds (as presented in the balance sheet - Exhibit III) reported combined fund balances of \$106.5 million as compared with \$50.9 million last year, representing a \$55.6 million overall increase. The General Capital Improvement Fund and Education Improvement Fund reflect bond proceeds of \$28 million and \$22 million, respectively derived from the City's June 2022 capital project financing general obligation bond issue. In addition, the Debt Service Fund reflects the posting of a \$4.9 million bond premium generated from the June 2022 bond issue.

The City's General Fund reported a total fund balance this year of \$26.1 million representing an increase of \$1.1 million. The General Fund unassigned component of fund balance is \$23.1 million with \$3.0 million assigned to the 2023 fiscal year budget. The General Fund's revenue resources available for appropriation were \$1.0 million less than anticipated. The General Fund's expenditures were \$5.9 million less than appropriated. The net budgetary surplus of \$4.9 million avoided any drawdown of the prior year's \$3.0 million designation of fund balance. Additionally, the net budgetary surplus provided for \$3.8 million in year-end surplus transfers to allocate funding for capital purchases and building improvements and provided for a \$1.1 million increase in the General Fund balance reserve. The General Fund's total fund balance as of June 30, 2022 of \$26.1 million, represents a reserve of 6.1% of the City's FY2022, \$425.0 million adopted budget. The City complied with the adopted policy in setting the \$3 million designation from Fund Balance as part of the fiscal 2023 adopted budget. The fund balance designation is designed to limit unnecessary tax levy growth.

The Fund Balance in the City's Debt Service Fund increased by \$2.3 million in FY2022. The \$2.3 million increase was driven by a \$4.9 million new June 2022 bond issue premium partially offset by a planned, multi-year drawdown of a \$9.5 million bond premium derived from the City's February 2020 bond sale. The new bond premium will be used to offset debt service program increases occurring in fiscal years 2024 & 2025. Debt service expenditures, including debt service on the 2009 pension obligations bonds, was \$50.7 million in FY2022 as compared with \$51.0 million in FY2021.

Fund balances in the City's General & Education Capital Improvement funds reflect a combined balance of \$51.7 million, increasing \$50.6 million during FY2022 with realizing \$50 million in bond proceeds from a June 2022 bond sale. Current year capital outlay expenses of \$38.9 million were offset by \$26.1 million in receipted capital grants and other revenues. Transfers in of \$13.5 million will be used to fund various capital expenses in subsequent fiscal years. The General Capital Improvement has a \$59.4 million positive fund balance as of June 30, 2022. The Capital Budget and Vehicle Replacement funds, each comprised of local funds set aside by the City and Board of Education for capital renewal, replacement and program investments accounts for \$36.8 million of the overall General Capital Improvement fund balance. The Education Capital Improvement has a \$7.7 million deficit fund balance as of June 30, 2022. Refer to Exhibit B-4 for a summary of active capital projects. The Educational Capital Improvement fund is comprised of school building construction and renovation projects that are largely funded through the State's School Construction Grant Program. The accumulated deficit as of June 30, 2022 is anticipated to be funded by the receipt of school construction grant revenues upon completion of ongoing school project audits. Board of Education capital contingency funds totaling \$16.1 million as of June 30, 2022 are included in the General Capital Budget account.

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

Proprietary Funds

The City's self-insured programs for Health Benefits, General Liability, Workers' Compensation and Heart and Hypertension are reported as internal service funds of the City. The combined reserves net position in the City's self-insured internal service funds is \$28.2 million as of June 30, 2022. This compares with a reserves net position of \$40.4 million as of June 30, 2021, reflecting a \$12.2 million decrease in net position during FY2022. Investment losses of \$7.8 million on \$65.7 million of invested assets provided for more than half of the FY2022 net position decrease. FY2022 benefits, claims and administration costs increased by \$17.0 million over FY2021 as benefit utilization exceeded pre-pandemic levels compounded by pandemic deferred treatments occurring during fiscal year 2022. The City & Board of Education were able to increase employer premiums by \$2.4 million and record \$4.5 million of fringe benefit revenue into the Health Benefits Fund to assist with the program cost escalations. Overall, operating revenues of \$125.8 million, including City premiums of \$99.0 million provided near full funding for program expenses of \$127.0 million (excluding a \$3.2 million increase in claims incurred/not reported accrual). The program reserves were well positioned as of June 30, 2021 to assist with the anticipated program cost increases post pandemic that occurred during the fiscal year ending June 30, 2022. As of June 30, 2022, all four (4) internal service funds continued to maintain strong positive net positions after full funding of short & long-term accrued claim liabilities.

General Fund Budgetary Highlights

The General Fund's realized revenues were \$1.0 million less than anticipated as a significant portion of fringe benefit revenues were recorded in the City's Health Benefit's fund to assist with a post-pandemic increase in health benefit costs. Property tax collections and charges for services revenues exceeded budgetary estimates by \$2.9 million and \$2.4 million, respectively allowing for the General Fund's recorded shortfall in fringe benefit revenues. General Fund expenditures were \$5.9 million less than appropriated. Most of the budgetary surplus was attained by departments operating within their budgets, generating additional cost savings throughout the year and benefitting from vacancies in budgeted positions. The \$5.9 million in unspent appropriations was comprised of \$4.4 million within the City's general government departments and \$1.5 million from the Department of Education. The net budgetary surplus of \$4.9 million avoided any drawdown of the prior year's \$3.0 million designation of fund balance, provided for \$3.8 million in year-end budgetary surplus transfers to fund various capital purchases and building improvements and provided for a \$1.1 million increase in the General Fund balance reserve. Prior to year-end close, the Board of Education approved budgetary transfers to allow \$7.4 million in unexpended appropriations to be transferred to a Board of Education capital projects contingency account to assist in self-financing various district-wide facility improvements. The budgetary savings was derived from an unusually high number of teaching position vacancies, a phenomenon occurring regionally and nationally.

Budgeted appropriations were amended after the close of the fiscal year to increase the original budget by \$3.8 million, increasing from \$425.0 million to \$428.8 million. The increase approved by the City's Board of Aldermen allowed for the year-end transfer of \$3.8 million in surplus funds to address other areas of need. \$2.5 million was transferred to the City's Capital Improvement Fund and \$1.3 million was transferred to fund various special purpose projects and programs. Following the budget amendment and posting of the year-end transfers, overall expenditures came in under budget by \$5.9 million.

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

Capital Asset and Debt Administration

Capital Assets

At June 30, 2022, the City had \$921.7 million invested in a broad range of capital assets, including land, buildings, park facilities, vehicles & equipment, roads & bridges, and water & sewer plant, equipment and infrastructure - Table 4. This amount represents a net decrease in capital assets (including additions, deductions and depreciation) of \$1.5 million during FY2022.

**TABLE 4
CAPITAL ASSETS AT YEAR-END (Net of Depreciation)**
(In Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land and land improvements	\$ 24,367	\$ 22,015	\$ 1,773	\$ 1,773	\$ 26,140	\$ 23,788
Buildings, utility plant and improvements	583,061	553,314	89,480	94,273	672,541	647,587
Infrastructure	71,471	54,654	56,520	57,881	127,991	112,535
Machinery and equipment	15,281	15,016	30,449	31,624	45,730	46,640
Vehicles	6,355	6,867	(110)	(141)	6,245	6,726
Right-to-Use - Lease Assets	1,690	2,053	-	-	1,690	2,053
Construction in progress	25,144	75,930	16,198	7,900	41,342	83,830
Totals	<u>\$ 727,369</u>	<u>\$ 729,849</u>	<u>\$ 194,310</u>	<u>\$ 193,310</u>	<u>\$ 921,679</u>	<u>\$ 923,159</u>

Major governmental capital activities during the year included the construction-in-progress capitalization of expenditures for a variety of capital investments including streetscape road reconstruction, park improvements and vehicle purchases. A total of \$24.0 million in governmental capital expenses were capitalized during FY2022. Governmental depreciation expense on previously capitalized assets totaled \$26.4 million for FY2022. In the water and water pollution control business-type activities, FY2022 capitalized plant, equipment and infrastructure expenses totaled \$8.8 million. Current year depreciation on previously capitalized business-type activity capital assets totaled \$7.7 million. More detailed information about the City's capital assets is presented in Note 5 to the financial statements.

Long-Term Debt

The City is strongly committed to attaining the right balance of capital renewal and reinvestment within the City over time. Each and every bond authorization submitted for approval by the City's governing body is critically evaluated beforehand by the City's Administration. All merits of a project are evaluated to ensure the project fully warrants committing the City's bonding capacity for the identified purpose. The City's bond authorization and debt issuance management plan seeks to maintain an annual debt service cost in the 5%-6% range of total budget. A level annual debt service commitment in the 5%-6% range of total budget will provide for continual capital investment opportunities in educational facilities, infrastructure and economic development initiatives for the long-term betterment of the City, its residents & businesses and to provide long-term sustainability of the City for generations to come.

As of June 30, 2022, the City had \$483.6 million in bonds and notes outstanding versus \$453.7 million last year - as shown in Table 5.

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

TABLE 5
OUTSTANDING DEBT, AT YEAR-END
(In Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
General obligation bonds	\$ 447,104	\$ 424,673	\$ 1,736	\$ 1,935	\$ 448,840	\$ 426,608
Serial notes payable	842	1,178	33,901	25,919	34,743	27,097
Total outstanding debt	<u>\$ 447,946</u>	<u>\$ 425,851</u>	<u>\$ 35,637</u>	<u>\$ 27,854</u>	<u>\$ 483,583</u>	<u>\$ 453,705</u>

As of June 30, 2022, general purpose and education bonds authorized and unissued totaled \$33.4 million. An estimated \$27.0 million of the \$33.4 million in unissued authorizations will be funded by state and federal grants. The Education school project portion of authorized and unissued bonds totals \$20.8 million. The general purpose capital project portion of authorized and unissued bonds totals \$12.6 million.

In April 2022 in anticipation of a June 2022 bond sale, City representatives met with three credit rating agencies to present the City's current financial condition and outlook including a comprehensive overview of current economic development activities and financial management policies. The Kroll Bond Rating Agency (KBRA) upgraded the City's bond rating to "AA", just two notches below the strongest rating available at "AAA". KBRA noted that the bond upgrade recognizes the Administration's deep commitment and demonstrated ability to attract economic development and for its successful navigation of the COVID-19 pandemic, as well as the City's clear runway for further growth. Management's strong financial policies and monitoring along with continued improvement in financial flexibility were further highlighted. Standard and Poor's Global along with Fitch Ratings both reaffirmed the City's "AA-" bond rating with stable outlooks highlighting the City's very strong management, strong budgetary performance, and budget flexibility.

The combination of a bond rating upgrade to "AA" by the Kroll Bond Rating Agency and reaffirmation of the City's "AA-" credit rating from Standard and Poor's Global along with Fitch Ratings, and a continued stable outlook from all three rating agencies allowed the City, despite unfavorable market conditions (related to the pandemic, Russia's invasion of Ukraine and inflationary pressures), to permanently finance the \$60.0 million in general obligation bonds at a true interest cost of 3.58%. The May 2022 interest borrowing rate was 1.03% higher than the interest borrowing rate of 2.55% on the City's January 2020 bond issuance, but still lower than the 3.61% interest borrowing rate on the City's November 2017 bond issuance. The sale of bonds in May 2022 at a very competitive rate, despite difficult market conditions, is a testament to the continued financial stability and economic development progress the City has and continues to make.

Included in the outstanding debt as of June 30, 2022 are outstanding pension obligation bonds in the amount of \$204.0 million.

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

Bureau of Water Enterprise Debt

The Bureau of Water enterprise fund has \$10.5 million in self-supporting bond and drinking water fund serial note obligations outstanding as of June 30, 2022. A \$17.7 million capital appropriation and bond authorization was approved in May 2015 for water plant equipment and system renewal capital costs. The Management of the Bureau of Water has actively pursued grants and 2% fixed loan funding from the State of Connecticut to reduce the debt service impact on these capital authorizations. On September 30, 2020, the City entered into a 20-year, 2% Drinking Water Service Revolving Fund note to permanently finance \$2.570 million in water system improvements. As of June 30, 2022, \$7.5 million of the May 2015 \$17.7 bonds authorized are unissued.

Water Pollution Control Enterprise Debt

The Water Pollution Control enterprise fund has self-supporting bond and clean water fund serial note outstanding debt totaling \$24.7 million as of June 30, 2022. A \$10.3 million capital appropriation and bond authorization was approved in May 2015 for water pollution control plant, equipment and system capital expenses. As of June 30, 2022, \$6.3 million of the May 2015 \$10.3 million capital appropriation & bond authorization is unissued. The June 15, 2022 bond issue included the sale of \$4.0 million in bonds under the May 2015 bond authorization.

A \$40.0 million capital appropriation and bond authorization was approved in April 2018 for a water pollution control phosphorous reduction upgrade project required by CT DEEP NPDES Permit # CT0100625 which required WPC to meet a more stringent effluent phosphorus limit of 0.2 mg/l by April 2020. Changes to State Public Act 16-57 allowed the City/WPC to be eligible for a 50% Clean Water Fund Grant from the State and additionally be eligible for a 2% - 20 year clean water fund loan from the State. On November 30, 2020 an interim funding obligation of \$15.5 million was converted to a permanent 20-year, 2% loan obligation with the State through the Clean Water Fund for the completed phosphorous reduction project. The June 15, 2022 bond issue included the sale of \$6.0 million in bonds under the April 2018 bond authorization to fund the replacement service and chemical building that was previously demolished as part of the phosphorous upgrade project.

The State of Connecticut limits the amount of general obligation debt cities can issue based on a formula determined under State Statutes, based on type of debt and tax base. The City's outstanding general obligation debt is significantly below this \$1.83 billion state-imposed limit.

Other obligations which include accrued vacation pay and sick leave as well as more detailed information about the City's long-term liabilities is presented in Note 9 to the financial statements.

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

Economic Factors and Next Year's Budgets and Rates

The City continues to advance its economic development strategy through both public and private investments. The unemployment rates of the City and the Waterbury labor market as a whole were trending down prior to the onset of the coronavirus pandemic and mitigation measures taken to bend the positive case trend curve between March and June 2020. As of June 2022, the labor market reflected a City unemployment rate of 7.0%, a regional unemployment rate of 5.4% and a State unemployment rate of 4.3%. Demands to fill open positions is strong locally, regionally and throughout the State. It is anticipated that the unemployment rates will continue to trend downward in the months ahead. Over the past year the City has allocated American Rescue Plan Act funds to the Waterbury Regional Chamber of Commerce, Northwest Regional Workforce Investment Board and the Women's Business Development Council in support of a variety of small business development, employment opportunities and re-employment based programs.

The City's current mill rate is higher than surrounding towns and can serve as a detriment to private investment & business development within the City. However, the City has been able to keep the mill rate stable for seven (7) consecutive budgets due in large part to recurring, annual grand list growth. The City recently completed a State mandated 5-year property revaluation for the purpose of establishing the City's 2022 Grand List. The 2022 Grand List property values will be used in calculating the City's proposed mill rate for the 2023-2024 budget year, which begins July 1, 2023. Residential real-estate values have improved substantially since the October 1, 2017 valuation. Property owners are going to see a significant increase in their property assessment compared with the 2017 revaluation. The 2022 valuations reflect a high demand for homes in New England, especially right here in Waterbury. While the mill rate will decrease in 2023, many residential property owners will see an increase in their property tax bill due to higher property values and the fact that residential property value growth has outpaced that of commercial property. The Administration is committed to doing everything it can to keep a tax increase manageable for the hardworking taxpayers of Waterbury. The City has the option for full implementation of the revaluation or a multi-year phase-in option. The Mayor's 2023-2024 proposed budget to be submitted to the City's Board of Aldermen by April 1, 2023 will propose a mill rate based on the revaluation implementation option that is most beneficial to the taxpayers.

The good news for the City is that 2022 grand list will see a substantial increase as property values are up in every category.

The FY2024 budget development process will begin in January 2023. The Mayor and his Budget Development Team are fully cognizant of implications of the fact that residential property value growth has outpaced that of commercial property. The Administration is focused on keeping Waterbury an affordable place to live and will continue to control budget growth in an effort to keep a proposed tax increase as minimal as possible. The City's annual budget setting process avoids the utilization of unreasonable assumptions to project revenues and appropriations. Ongoing budget monitoring systems are in place to allow the City to react timely to unanticipated revenue shortfalls or unplanned costs with controlled use of the budgeted contingency account for non-recurring expenses. The budget appropriation process is precise in its detail yet considers variables that may be encountered in the course of operations.

**CITY OF WATERBURY, CONNECTICUT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
JUNE 30, 2022**

The current FY2023 budget was crafted in a manner which took into consideration the projected year end results for FY2022 within the City's General Fund and Internal Service Funds. The FY2023 budget was approved by the City's Board of Aldermen on June 6, 2022. Revenue estimates of \$428.9 million were developed on the basis of achievable results as a means to limit income deficiencies and thereby strengthening the likelihood of again meeting the City's undesignated fund balance objectives. The FY2023 appropriated expenditure budget of \$428.9 million represents an increase of \$3.930 million or 0.92%. The FY2023 adopted budget increases the budgeted contingency from \$1.5 million to \$2.5 million in anticipation of wage growth on unsettled contracts prior to budget adoption. Budgeted appropriations provide funding to meet current services, includes appropriate levels of budgeted contributions to the debt service and internal service funds to meet current obligations and fully funds the Pension Fund's annual required contribution.

The City was able to keep the fiscal 2023 mill rate unchanged at the prior year's 60.21 rate. A mill rate of 60.21 mills for real estate and personal property and 32.46 mills for motor vehicles was applied to a net taxable grand list of \$4.58 billion. Property taxes are projected to provide 58.8% or \$252.0 million of all revenues needed. The annual property tax collection rate continues to exceed 97% with a lower budgeted rate of 96%. The high rate of tax collection is a credit to the taxpaying residents of the City of Waterbury coupled with the use of appropriate methods of delinquent tax collection including tax sale auctions and engaging the services of a collection agency to pursue delinquent motor vehicle accounts. A lower budgeted collection rate of 96% allows for the realization of property tax revenue surpluses to buffer against any unanticipated shortfalls in other revenue categories in order to avoid use of fund balance designated to the subsequent budget. The adopted budget includes a \$3 million designated use of fund balance in accordance with the City's fund balance policy.

The user rates for the Bureau of Water and Water Pollution Control enterprise funds are also adopted annually. For the current 2023 fiscal year, the water user rate of \$2.65 per CCF was unchanged. The sewer user rate & capital recovery charge rate of \$3.953 per CCF remained unchanged for FY2023. The City's water and sewer user rates are the lowest if not the lowest in the State of Connecticut.

As the City begins to prepare for the FY2024 budget development process, it does so with the knowledge there will again be intensified pressure on controlling increases to the expenditure appropriation side of the budget due to inflationary cost growth in just about every cost category. The outlook for the 2024 budget development and adoption process will be similar to the 2023 budget development process with the same overall objectives of maintaining the long-term financial stability of the City, further stabilizing the City's reserve funds and balancing the governmental service needs of the taxpayers while holding the line on property tax increases.

Contacting the City's Financial Management

This financial report is designed to provide citizens, taxpayers, customers, investors and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact the Finance Department, City of Waterbury, 235 Grand Street, Waterbury, Connecticut 06702.

BASIC FINANCIAL STATEMENTS

CITY OF WATERBURY, CONNECTICUT
STATEMENT OF NET POSITION
JUNE 30, 2022
(IN THOUSANDS)

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Cash Equivalents	\$ 158,536	\$ 25,336	\$ 183,872
Investments	95,347	-	95,347
Receivables, Net	67,761	14,095	81,856
Due from Fiduciary Fund	11,910	-	11,910
Other Current Assets	857	1,546	2,403
Capital Assets:			
Assets Not Being Depreciated	37,700	17,971	55,671
Assets Being Depreciated, Net	689,669	176,339	866,008
Total Assets	<u>1,061,780</u>	<u>235,287</u>	<u>1,297,067</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Charge on Refunding	2,895	63	2,958
Pension	61,747	3,220	64,967
OPEB	145,435	3,548	148,983
Total Deferred Outflows of Resources	<u>210,077</u>	<u>6,831</u>	<u>216,908</u>
LIABILITIES			
Accounts Payable and Accrued Expenses	46,064	2,555	48,619
Unearned Revenue	62,331	-	62,331
Noncurrent Liabilities:			
Due Within One Year	99,807	2,937	102,744
Due In More Than One Year	1,675,622	70,809	1,746,431
Total Liabilities	<u>1,883,824</u>	<u>76,301</u>	<u>1,960,125</u>
DEFERRED INFLOWS OF RESOURCES			
Advance Property Tax Collections	231	-	231
Lease Receivables	8,751	-	8,751
Pension	4,062	170	4,232
OPEB	252,980	6,429	259,409
Total Deferred Inflows of Resources	<u>266,024</u>	<u>6,599</u>	<u>272,623</u>
NET POSITION			
Net Investment In Capital Assets	474,602	162,052	636,654
Restricted	5,023	-	5,023
Unrestricted	<u>(1,357,616)</u>	<u>(2,834)</u>	<u>(1,360,450)</u>
Total Net Position	<u>\$ (877,991)</u>	<u>\$ 159,218</u>	<u>\$ (718,773)</u>

See accompanying Notes to Financial Statements.

**CITY OF WATERBURY, CONNECTICUT
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2022**

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position			
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
GOVERNMENTAL ACTIVITIES							
General Government	\$ 131,855	\$ 6,182	\$ -	\$ -	\$ (125,673)	\$ -	\$ (125,673)
Public Works	42,255	512	-	34,900	(6,843)	-	(6,843)
Public Safety	68,380	4,247	1,138	168	(62,827)	-	(62,827)
Development and Community Affairs	4,401	1,756	2,954	-	309	-	309
Human Services	16,056	170	11,792	-	(4,094)	-	(4,094)
Education	303,713	239	262,188	8,008	(33,278)	-	(33,278)
Culture and Recreation	6,065	1,894	161	2,226	(1,784)	-	(1,784)
Interest on Long-Term Debt	20,737	-	-	-	(20,737)	-	(20,737)
Total Governmental Activities	593,462	15,000	278,233	45,302	(254,927)	-	(254,927)
BUSINESS-TYPE ACTIVITIES							
Bureau of Water	14,728	13,330	-	1,331	-	(67)	(67)
Waste Treatment	22,149	20,847	-	-	-	(1,302)	(1,302)
Utility Administrative Division	2,568	-	-	-	-	(2,568)	(2,568)
Total Business-Type Activities	39,445	34,177	-	1,331	-	(3,937)	(3,937)
Total	\$ 632,907	\$ 49,177	\$ 278,233	\$ 46,633	(254,927)	(3,937)	(258,864)
GENERAL REVENUES							
Property Taxes					259,410	-	259,410
Grants and Contributions Not Restricted to Specific Programs					29,226	-	29,226
Unrestricted Investment Earnings					(7,703)	14	(7,689)
Miscellaneous					1,810	496	2,306
Total General Revenues					282,743	510	283,253
CHANGE IN NET POSITION							
					27,816	(3,427)	24,389
Net Position, July 1, 2021					(905,807)	162,645	(743,162)
Net Position, June 30, 2022					\$ (877,991)	\$ 159,218	\$ (718,773)

See accompanying Notes to Financial Statements.

**CITY OF WATERBURY, CONNECTICUT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2022**

ASSETS

	General	Debt Service	General Capital Improvement	Education Capital Improvement	Educational Grants	Housing and Development Programs	Nonmajor Governmental Funds	Total Governmental Funds
Cash and Cash Equivalents	\$ 6,515	\$ 11,723	\$ 119,214	\$ -	\$ 6,752	\$ 511	\$ 6,847	\$ 151,562
Investments	27,380	-	-	-	-	-	2,269	29,649
Receivables, Net	15,529	-	7,031	17,280	7,795	13,144	5,468	66,247
Due from Other Funds	21,164	-	-	-	-	-	-	21,164
Other	-	-	-	-	-	-	622	622
Total Assets	\$ 70,588	\$ 11,723	\$ 126,245	\$ 17,280	\$ 14,547	\$ 13,655	\$ 15,206	\$ 269,244

**LIABILITIES, DEFERRED INFLOWS
OF RESOURCES AND FUND BALANCES**

LIABILITIES

Accounts Payable and Accrued Liabilities	\$ 29,816	\$ 86	\$ 1,927	\$ 54	\$ 7,180	\$ 426	\$ 2,823	\$ 42,312
Due to Other Funds	-	-	-	7,647	-	-	796	8,443
Unearned Revenue	-	-	62,165	-	108	-	58	62,331
Total Liabilities	29,816	86	64,092	7,701	7,288	426	3,677	113,086
DEFERRED INFLOWS OF RESOURCES								
Unavailable Revenue - Property Taxes	4,563	-	-	-	-	-	-	4,563
Unavailable Revenue - Loans Receivable	-	-	-	-	-	12,753	-	12,753
Unavailable Revenue - Other Receivables	1,459	-	2,749	17,280	-	-	1,908	23,396
Lease Receivables	8,428	-	-	-	-	-	323	8,751
Advanced Property Tax Collections	231	-	-	-	-	-	-	231
Total Deferred Inflows Of Resources	14,681	-	2,749	17,280	-	12,753	2,231	49,694

FUND BALANCES

Nonspendable	-	-	-	-	-	-	1,156	1,156
Restricted	-	-	-	-	-	-	3,867	3,867
Committed	-	11,637	40,956	-	7,259	476	4,275	64,603
Assigned	3,000	-	18,448	-	-	-	-	21,448
Unassigned	23,091	-	-	(7,701)	-	-	-	15,390
Total Fund Balances	26,091	11,637	59,404	(7,701)	7,259	476	9,298	106,464
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 70,588	\$ 11,723	\$ 126,245	\$ 17,280	\$ 14,547	\$ 13,655	\$ 15,206	\$ 269,244

See accompanying Notes to Financial Statements.

**CITY OF WATERBURY, CONNECTICUT
BALANCE SHEET
GOVERNMENTAL FUNDS (CONTINUED)
JUNE 30, 2022**

RECONCILIATION TO THE STATEMENT OF NET POSITION

Total Fund Balances -Governmental Funds (Exhibit III) \$ 106,464

Amounts reported for governmental activities in the statement of net position (Exhibit I)
are different because of the following:

Capital assets used in governmental activities are not financial
resources and, therefore, are not reported in the funds:

Governmental Capital Assets	1,137,645
Less: Accumulated Depreciation	(410,276)
Net Capital Assets	727,369

Other long-term assets are not available to pay for current-period
expenditures and, therefore, are not recorded in the funds:

Property Tax Receivables Greater Than 60 Days	3,921
Interest Receivable on Property Taxes	642
Other Receivables and Deferred Amounts	23,396
Loans Receivable	12,753
Deferred Outflows Related to Pension	61,747
Deferred Outflows Related to OPEB	145,435

Internal service funds are used by management to charge the costs of
risk management to individual funds. The assets and liabilities of
the internal service funds are reported with governmental activities
in the statement of net position.

28,205

Long-term liabilities, including bonds payable, are not due and payable
in the current period and, therefore, are not reported in the funds:

Bonds and Notes Payable	(447,946)
Deferred Charge on Refunding	2,895
Unamortized Bond Premium	(22,824)
Interest Payable on Bonds And Notes	(3,634)
Leases Payable	(1,732)
Accrued Compensated Absences	(31,042)
Retired Employee Obligations	(3,976)
Total OPEB Liability	(929,568)
Net Pension Liability	(289,636)
Deferred Inflows Related to Pension	(4,062)
Deferred Inflows Related to OPEB	(252,980)
Landfill Post-Closure	(560)
Pollution Remediation	(2,858)

Net Position of Governmental Activities as Reported on the Statement
of Net Position (Exhibit I)

\$ (877,991)

**CITY OF WATERBURY, CONNECTICUT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2022
(IN THOUSANDS)**

	General	Debt Service Fund	General Capital Improvement	Education Capital Improvement	Educational Grants	Housing and Development Programs	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES								
Property Taxes	\$ 259,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 259,868
Intergovernmental	183,358	-	20,631	4,649	108,789	3,929	21,222	342,578
Investment Income	336	-	8	-	-	4	(258)	90
Charges for Services	9,941	-	-	-	1	-	5,245	15,187
Reimbursements	9,641	-	-	-	-	-	-	9,641
Other	470	-	787	-	425	252	1,203	3,137
Total Revenues	463,614	-	21,426	4,649	109,215	4,185	27,412	630,501
EXPENDITURES								
Current:								
General Government	10,999	-	-	-	-	-	2,538	13,537
Public Works	19,402	-	-	-	-	-	-	19,402
Public Safety	56,981	-	-	-	-	-	4,489	61,470
Development and Community Affairs	1,223	-	-	-	-	4,116	-	5,339
Human Services	8,897	-	-	-	-	-	6,887	15,784
Education	183,316	-	-	-	110,184	-	11,592	305,092
Culture and Recreation	1,736	-	-	-	-	-	1,818	3,554
General Financial	116,057	-	-	-	-	-	-	116,057
Capital Outlay	-	-	33,503	5,437	-	-	-	38,940
Debt Service:								
Principal	-	27,569	-	-	-	-	-	27,569
Interest	-	23,096	-	-	-	-	-	23,096
Total Expenditures	398,611	50,665	33,503	5,437	110,184	4,116	27,324	629,840
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	65,003	(50,665)	(12,077)	(788)	(969)	69	88	661
OTHER FINANCING SOURCES (USES)								
Transfers In	-	48,063	13,450	-	1,206	-	1,568	64,287
Transfers Out	(63,957)	(21)	(4)	-	-	-	(305)	(64,287)
Issuances of General Obligation Bonds	-	-	28,000	22,000	-	-	-	50,000
Bond Premiums	-	4,905	-	-	-	-	-	4,905
Total Other Financing Sources (Uses)	(63,957)	52,947	41,446	22,000	1,206	-	1,263	54,905
NET CHANGE IN FUND BALANCES	1,046	2,282	29,369	21,212	237	69	1,351	55,566
Fund Balance - July 1, 2021	25,045	9,355	30,035	(28,913)	7,022	407	7,947	50,898
FUND BALANCES - JUNE 30, 2022	\$ 26,091	\$ 11,637	\$ 59,404	\$ (7,701)	\$ 7,259	\$ 476	\$ 9,298	\$ 108,464

See accompanying Notes to Financial Statements.

CITY OF WATERBURY, CONNECTICUT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES (CONTINUED)
GOVERNMENTAL FUNDS
JUNE 30, 2022

RECONCILIATION TO THE STATEMENT OF ACTIVITIES

Net Change in Fund Balances - Governmental Funds (Exhibit IV) \$ 55,566

Amounts reported for governmental activities in the statement of activities (Exhibit II) are different because:

Governmental funds report capital outlays as expenditures. In the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:

Capital Outlay	23,999
Depreciation Expense	(26,390)

In the statement of activities, the loss on the sale or disposal of capital assets is reported. However, in the governmental funds, the transaction is not reported. Thus the change in net position differs from the change in fund balance by the loss on assets disposed.

(89)

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds, and revenues recognized in the funds are not reported in the statement of activities:

Property Tax Receivable - Accrual Basis Change	(86)
Property Tax Interest and Lien Revenue - Accrual Basis Change	(372)
Loans Receivable - Accrual Basis Change	(1,073)
Other Receivables - Accrual Basis Change	16,563
Change in Deferred Outflows Related to Pension	100,926
Change in Deferred Outflows Related to OPEB	(32,929)

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts and similar items when debt is first issued, whereas these amounts are amortized and deferred in the statement of activities. The details of these differences in the treatment of long-term debt and related items are as follows:

General Obligation Bonds Issued	(50,000)
Bond Premiums Issued	(4,905)
Bond Principal Payments	27,569
Amortization of Deferred Charge on Refunding	(328)
Amortization of Premiums and Discounts	2,227
Note Principal Payments	336
Lease Proceeds	(344)
Lease Payments	665

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds. The details of the changes in other recorded obligations are as follows:

Compensated Absences	1,191
Retired Employee Obligations	451
Accrued Interest	140
Landfill Post Closure Care	70
Pollution Remediation	(1,543)
Change in Net Pension Liability	(111,513)
Change in Total OPEB Liability	190,002
Change in Deferred Inflows Related to Pension	3,288
Change in Deferred Inflows Related to OPEB	(153,453)

Internal service funds are used by management to charge costs to individual funds. The net revenue of certain activities of internal services funds is reported with governmental activities.

(12,152)

Change in Net Position of Governmental Activities as Reported on the Statement of Activities (Exhibit II)	\$ 27,816
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See accompanying Notes to Financial Statements.

CITY OF WATERBURY, CONNECTICUT
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2022

	Business-Type Activities				Governmental Activities
	Major Funds		Nonmajor Fund		
	Bureau of Water Enterprise Fund	Water Pollution Control Enterprise Fund	Utility Administrative Division	Total	Internal Service Funds
ASSETS					
Current Assets:					
Cash and Cash Equivalents	\$ 2,938	\$ 21,733	\$ 665	\$ 25,336	\$ 6,974
Investments	-	-	-	-	65,699
Receivables, Net	5,238	8,857	-	14,095	1,514
Prepaid Expenses	-	-	-	-	235
Materials and Supplies	1,546	-	-	1,546	-
Total Current Assets	9,722	30,590	665	40,977	74,422
Noncurrent Assets:					
Capital Assets, Net	60,396	133,665	249	194,310	-
Total Assets	70,118	164,255	914	235,287	74,422
DEFERRED OUTFLOWS OF RESOURCES					
Pension	1,536	1,684	-	3,220	-
OPEB	1,742	1,806	-	3,548	-
Amount on Refunding	63	-	-	63	-
Total Deferred Outflows of Resources	3,341	3,490	-	6,831	-
LIABILITIES					
Current Liabilities:					
Accounts Payable and Accrued Expenses	512	2,029	14	2,555	119
Due to Other Funds	-	-	-	-	811
Bonds And Serial Notes Payable	610	978	70	1,658	-
Compensated Absences	66	-	35	101	-
Total Opeb Liability	578	600	-	1,178	-
Risk Management Claims	-	-	-	-	19,857
Total Current Liabilities	1,766	3,607	119	5,492	20,787
Noncurrent Liabilities:					
Bonds And Notes Payable	10,636	24,678	350	35,664	-
Compensated Absences	265	-	141	406	-
Risk Management Claims	-	-	-	-	25,430
Net Pension Liability	5,769	6,322	-	12,091	-
Total Opeb Liability	11,120	11,528	-	22,648	-
Total Noncurrent Liabilities	27,790	42,528	491	70,809	25,430
Total Liabilities	29,556	46,135	610	76,301	46,217
Deferred Inflows of Resources:					
Pension	81	89	-	170	-
OPEB	3,157	3,272	-	6,429	-
Total Deferred Inflows Of Resources	3,238	3,361	-	6,599	-
Net Position:					
Net Investment In Capital Assets	49,213	113,010	(171)	162,052	-
Unrestricted	(8,548)	5,239	475	(2,834)	28,205
Total Net Position	\$ 40,665	\$ 118,249	\$ 304	\$ 159,218	\$ 28,205

See accompanying Notes to Financial Statements.

CITY OF WATERBURY, CONNECTICUT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUND
YEAR ENDED JUNE 30, 2022

	Business-Type Activities				Activities
	Major Funds		Nonmajor Fund		Internal Service Funds
	Bureau of Water Enterprise Fund	Water Pollution Control Enterprise Fund	Utility Administrative Division	Total	
OPERATING REVENUES					
Operations	\$ 13,330	\$ 20,847	\$ -	\$ 34,177	\$ -
Employer Premiums	-	-	-	-	99,007
Charges for Services	-	-	-	-	15,458
Other	367	129	-	496	11,337
Total Operating Revenues	13,697	20,976	-	34,673	125,802
OPERATING EXPENSES					
Operations	6,594	13,017	-	19,611	-
Administration and General	6,011	2,969	2,483	11,463	-
Depreciation	1,789	5,832	63	7,684	-
Benefits, Claims, and Administration	-	-	-	-	130,165
Total operating expenses	14,394	21,818	2,546	38,758	130,165
OPERATING INCOME (LOSS)	(697)	(842)	(2,546)	(4,085)	(4,363)
NONOPERATING INCOME (EXPENSE)					
Investment Income (loss)	-	14	-	14	(7,789)
Interest Expense	(334)	(331)	(22)	(687)	-
Net Nonoperating Income (Expense)	(334)	(317)	(22)	(673)	(7,789)
INCOME (LOSS) BEFORE GRANTS AND TRANSFERS	(1,031)	(1,159)	(2,568)	(4,758)	(12,152)
Capital Grants	1,331	-	-	1,331	-
Transfers In	-	-	2,818	2,818	-
Transfers Out	(1,409)	(1,409)	-	(2,818)	-
CHANGE IN NET POSITION	(1,109)	(2,568)	250	(3,427)	(12,152)
Total Net Position - July 1, 2021	41,774	120,817	54	162,645	40,357
TOTAL NET POSITION - JUNE 30, 2022	<u>\$ 40,665</u>	<u>\$ 118,249</u>	<u>\$ 304</u>	<u>\$ 159,218</u>	<u>\$ 28,205</u>

See accompanying Notes to Financial Statements.

CITY OF WATERBURY, CONNECTICUT
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
YEAR ENDED JUNE 30, 2022
(IN THOUSANDS)

	Business-Type Activities				Governmental Activities
	Major Funds		Nonmajor Fund	Total	Internal Service Funds
	Bureau of Water Enterprise Fund	Water Pollution Control Enterprise Fund	Utility Administrative Division		
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash Received from Operations	\$ 12,853	\$ 12,471	-	\$ 25,324	\$ -
City's Contribution	-	-	-	-	99,007
Cash Received from Employees and Other	367	129	-	496	26,830
Cash Paid to Employees for Services	(6,384)	(2,136)	(1,972)	(10,492)	-
Cash Paid to Vendors	(5,627)	(12,212)	(528)	(18,367)	(126,268)
Net Cash Provided (Used) by Operating Activities	1,209	(1,748)	(2,500)	(3,039)	(431)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Capital Grants	1,331	7,430	-	8,761	-
Acquisition and Construction of Capital Assets	(2,682)	(6,002)	-	(8,684)	-
Proceeds from Bond Issuance Including Premium	-	10,000	-	10,000	-
Principal Payment - Bonds and Notes	(617)	(673)	(70)	(1,360)	-
Interest Paid on Bonds and Notes	(334)	(311)	(22)	(667)	-
Net Cash Provided (Used) by Capital and Related Financing Activities	(2,302)	10,444	(92)	8,050	-
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Transfer from Other Funds	-	-	2,818	2,818	-
Transfer and Advances to Other Funds	(1,409)	(1,409)	-	(2,818)	-
Net Cash Provided (Used) by Noncapital Financing Activities	(1,409)	(1,409)	2,818	-	-
CASH FLOWS FROM INVESTING ACTIVITIES					
Income on Investments	-	14	-	14	1,633
Purchases of Investments	-	-	-	-	(19,176)
Net Cash Provided (Used) by Investing Activities	-	14	-	14	(17,543)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(2,502)	7,301	226	5,025	(17,974)
Cash and Cash Equivalents - July 1, 2021	5,440	14,432	439	20,311	24,948
CASH AND CASH EQUIVALENTS - JUNE 30, 2022	<u>\$ 2,938</u>	<u>\$ 21,733</u>	<u>665</u>	<u>\$ 25,336</u>	<u>\$ 6,974</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES					
Operating Income (Loss)	\$ (697)	\$ (842)	(2,546)	\$ (4,085)	\$ (4,363)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:					
Depreciation Expense	1,789	5,832	63	7,684	-
(Increase) Decrease in Receivables	(477)	(8,376)	-	(8,853)	34
(Increase) Decrease in Inventory	(130)	-	-	(130)	-
(Increase) Decrease in Prepaid Expenses	-	-	-	-	61
Increase (Decrease) in Accounts Payable and Accrued Expenses	(325)	827	7	509	(65)
Increase (Decrease) in Due to Other Funds	-	-	-	-	811
Increase (Decrease) in Compensated Absences	32	-	(24)	8	-
Increase (Decrease) in Risk Management Claim Liabilities	-	-	-	-	3,091
Increase (Decrease) in Net Pension Liability	2,244	2,367	-	4,611	-
Increase (Decrease) in Total OPEB Liability	(1,617)	(1,809)	-	(3,426)	-
Increase (Decrease) in Deferred Inflows of Resources	1,382	1,372	-	2,754	-
Increase (Decrease) in Deferred Outflows of Resources	(992)	(1,119)	-	(2,111)	-
Total Adjustments	1,906	(906)	46	1,046	3,932
Net Cash Provided (Used) by Operating Activities	<u>\$ 1,209</u>	<u>\$ (1,748)</u>	<u>(2,500)</u>	<u>\$ (3,039)</u>	<u>\$ (431)</u>
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES					
Increase (Decrease) in Value of Investments					<u>\$ (9,422)</u>

See accompanying Notes to Financial Statements.

CITY OF WATERBURY, CONNECTICUT
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
JUNE 30, 2022
(IN THOUSANDS)

	Pension Trust Fund
ASSETS	
Cash and Cash Equivalents	\$ 15,310
Investments:	
Corporate Bonds	5,139
U.S. Treasury Obligations	7,567
Asset Backed Securities	5,119
Mutual Funds	32,140
Common and Preferred Stock and Equities	321,655
Total Assets	<u>386,930</u>
LIABILITIES	
Due to Other Funds	<u>11,910</u>
NET POSITION	
Restricted for Pensions	<u><u>\$ 375,020</u></u>

See accompanying Notes to Financial Statements.

CITY OF WATERBURY, CONNECTICUT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
YEAR ENDED JUNE 30, 2022
(IN THOUSANDS)

ADDITIONS

Contributions:

Employer	\$ 22,515
Plan Members	6,908
Total Contributions	<u>29,423</u>

Investment Income (Loss):

Net Change in Fair Value of Investments	(94,305)
Interest and Dividends	9,004
Total Investment Income (Loss)	<u>(85,301)</u>

Total Additions	(55,878)
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DEDUCTIONS

Benefits	51,465
Refunds	941
Total Deductions	<u>52,406</u>

CHANGE IN NET POSITION	(108,284)
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Net Position Restricted for Pension Benefits - July 1, 2021	<u>483,304</u>
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NET POSITION RESTRICTED FOR PENSION BENEFITS - JUNE 30, 2022	<u><u>\$ 375,020</u></u>
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CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Waterbury (the City) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant policies of the City are described below.

A. Reporting Entity

Waterbury was founded in 1674, incorporated as a village in 1686 and became a City in 1853. The City operates under a Mayor-Board of Aldermen form of government. Included in the services provided by the City are public safety, highways and streets, sanitation, health and social services, culture, recreation, education, public improvement, planning and zoning, and general administrative services.

Accounting principles generally accepted in the United States of America require that the reporting entity include the primary government, organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. A government is financially accountable for a legally separate organization if it appoints a voting majority of the organization's governing body and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on, the government. These criteria have been considered and have resulted in the inclusion of the fiduciary component units as detailed below.

Fiduciary Component Unit

The City has established a single-employer Pension Trust Fund to provide retirement benefits to employees and their beneficiaries. The Retirement Board governs the Pension plan and the City is required to make contributions to the pension plan.

The financial statements of the fiduciary component units are reported as the Pension Trust Fund in the fiduciary fund financial statements. Separate financial statements have not been prepared for the fiduciary component unit.

Blended Component Unit

Waterbury Development Agency

The Waterbury Development Agency (WDA) was established in 1949 to administer various programs including urban renewal and economic development, central relocation and housing development. The WDA's sole remaining purpose of existence is to represent the City as its designated redevelopment agency, allowing for the performance of certain activities on behalf of the City that only a designated redevelopment agency can perform such as acquiring properties that will then be owned by the City. The WDA is included as part of the Housing and Development Programs Fund (Major Special Revenue Fund).

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

Related Organizations

The City has designated the Waterbury Development Corporation (WDC), among other designations, as the City's economic development agency, housing site development agency and community development agency. Under a subrecipient agreement between the City and the WDC, the WDC has assumed certain City responsibilities and obligations to administer projects on behalf of the City. The Mayor sits on the Board of the WDC and is responsible for the ultimate appointment of 10 members of the 25-member Board.

The City has designated the Naugatuck Valley Regional Development Corporation (NVRDC), as the City's regional economic development agency. The NVRDC was formed to serve as an organization that would foster regional collaboration amongst business leaders and municipal leaders and leverage that collaboration to drive greater investment and State and Federal aid within the region. The over-arching goal of the NVRDC is to facilitate business attraction, retention and expansion in Waterbury and throughout the region, ultimately providing employment opportunities and taxable capital investment for the community. The Board of Directors shall always include the Mayors of the City of Waterbury and Borough of Naugatuck. All other directors shall be chosen in the manner described in the By-Laws of the NVRDC.

The Mayor is responsible for appointing board members to the City's Housing Authority and the Brass Centers Limited Corporation (BCL). The City's accountability for these organizations extends beyond making these appointments. The City has provided for certain guarantees in the event a future environmental liability associated with BCL's Brass Mill Center Project was to occur.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the City is reported separately from certain legally separate component units for which the primary government is financially accountable.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, including fiduciary component units, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary funds and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, with the exception of grant revenues which are considered available if they are collected 120 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, charges for services, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.

The *Debt Service Fund* accounts for financial resources transferred in from other funds to fund debt service obligations.

The *General Capital Improvement Fund* accounts for all the financial resources including transfers from the General Fund and bond proceeds used to finance the City's general capital improvement projects.

The *Education Capital Improvement Fund* accounts for all the financial resources including school construction grants, bond proceeds and transfers from the General Fund to finance the City's school building construction, addition and renovation projects.

The *Educational Grants Fund* accounts for all the educational grants administered by the Board of Education.

The *Housing and Development Programs Fund* accounts for the financial resources dedicated primarily for housing loan assistance and economic development initiatives.

The City reports the following major proprietary funds:

The *Bureau of Water Enterprise Fund* accounts for the operation of the City's water distribution system.

The *Water Pollution Control Enterprise Fund* accounts for the operation of the sewage treatment plant and collection systems.

Additionally, the City reports the following fund types:

The *Internal Service Funds* account for the City's risk management function.

The *Pension Trust Fund* accounts for the fiduciary activities of the City of Waterbury Retirement System, which accumulates resources for pension benefit payments to qualified City employees.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes and other charges between certain City functions because the elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include property taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Bureau of Water and Water Pollution Control enterprise funds and of the City's internal service funds are from charges to customers for sales and services. Operating expenses for enterprise funds and internal service fund include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed. Unrestricted resources are used in the following order: committed, assigned then unassigned.

D. Adoption of New Accounting Standards

In June 2017, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 87, Leases. This standard requires the recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and as inflows of resources or outflows of resources recognized based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this standard, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources.

The City adopted the requirements of the guidance effective July 1, 2021, and has elected to apply the provisions of this standard to the beginning of the period of adoption.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the City and the component units to invest in obligations of the U.S. Treasury, commercial paper, corporate bonds, repurchase agreements and certain other investments as described in Note 3.

Investments for the City, as well as for its component units, are reported at fair value.

F. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances." All trade and property tax receivables, including those for component units, are shown net of an allowance for uncollectibles. The property tax receivable allowance of \$2,433 is equal to 35.4% of outstanding property taxes as of June 30, 2022.

Real, personal and motor vehicle property taxes are levied on the assessed value at the rate enacted by the Board of Aldermen in the annual budget ordinance.

Property taxes are levied on all assessed property on the Grand List of October 1 prior to the beginning of the fiscal year and are billed on the following July 1 and January 1. Taxes are overdue on August 1 and February 1. Interest at the rate of 1-1/2% per month accrues on all overdue taxes. If taxes are unpaid as of June 30, following the payable date, a lien is placed on the real property. Property assessments are made at 70% of the market value.

Property tax revenues are recognized when they become measurable and available. Available means due, or past due and collectible within 60 days of the end of the current period. The amount of property taxes receivable but not recorded as revenue is recorded as a deferred inflow of resources. Deferred inflows resulting from the accounting for property taxes is \$4,563.

G. Material, Supplies, and Prepaid Items

All materials and supplies are valued at cost using the first-in/first-out (FIFO) method. Materials and supplies of governmental funds are recorded as expenditures when consumed rather than when purchased.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Material, Supplies, and Prepaid Items (Continued)

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

H. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$10,000 (amount not rounded). Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are recorded at acquisition value.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the primary government, as well as the component units, is depreciated using the straight-line method over the following estimated useful lives:

Land Improvements	20 Years
Buildings	50 Years
Other Structures	25 Years
Infrastructure	10 to 65 Years
Machinery and Equipment	5 to 20 Years
Vehicles	5 Years
Right-to-Use – Leased Assets	1 to 6 years

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City reports a deferred charge on refunding and deferred outflows related to pension and OPEB in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. A deferred outflow of resources related to pension and OPEB results from differences between expected and actual experience, changes in assumptions or other inputs. These amounts are deferred and included in pension and OPEB expense in a systematic and rational manner over a period equal to the average of the expected remaining service lives of all employees that are provided with benefits through the pension plan (active employees and inactive employees).

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period or periods and so will not be recognized as an inflow of resources (revenue) until that time. The City reports a deferred inflow of resources related to pensions and OPEB in the government-wide statement of net position. A deferred inflow of resources related to pension and OPEB results from differences between expected and actual experience, changes in assumptions or other inputs. These amounts are deferred and included in pension and OPEB expense in a systematic and rational manner. The City also reports deferred inflow(s) of resources related to advanced property tax collections and lease receivables in the government-wide statement of net position. Also, for governmental funds, the City reports unavailable revenue, which arises only under the modified accrual basis of accounting. The governmental funds report unavailable revenues from property taxes, interest on property taxes, advanced property tax collections, loan receivables and charges for services. These amounts are deferred and recognized as an inflow of resources (revenue) in the period during which the amounts become available.

J. Compensated Absences

Employees are granted sick and vacation leave in varying amounts. Upon retirement, termination or death, eligible employees are compensated for unused sick and vacation leave (subject to certain limitations) at specified payment rates established by contract, regulation or policy. The General Fund generally liquidates this liability.

Accumulated vacation and sick time is recognized as a liability of the City.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Net Pension Liability

The net pension liability is measured as the portion of the actuarial present value of projected benefits that is attributed to past periods of employee service (total pension liability), net of the pension plan's fiduciary net position. The pension plan's fiduciary net position is determined using the same valuation methods that are used by the pension plan for purposes of preparing its statement of fiduciary net position. The net pension liability is measured as of a date (measurement date) no earlier than the end of the employer's prior fiscal year, consistently applied from period to period.

L. Total Other Postemployment Benefits Other than Pensions (OPEB) Liability

The total OPEB liability is measured as the portion of the actuarial present value of projected benefits that is attributed to past periods of employee service. The total OPEB liability is measured as of a date (measurement date) no earlier than the end of the employer's prior fiscal year and no later than the end of the current fiscal year, consistently applied from period to period.

M. Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities or proprietary fund type statement of net position. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of any significant applicable bond premium or discount. Significant bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

N. Leases

The City determines if an arrangement is a lease at inception. Leases are included in lease assets and lease liabilities in the statements of net position.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. Leases (Continued)

Lease assets represent the City's control of the right to use an underlying asset for the lease term, as specified in the contract, in an exchange or exchange-like transaction. Lease assets are recognized at the commencement date based on the initial measurement of the lease liability, plus any payments made to the lessor at or before the commencement of the lease term and certain direct costs. Lease assets are amortized in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset.

Lease liabilities represent the City's obligation to make lease payments arising from the lease. Lease liabilities are recognized at the commencement date based on the present value of expected lease payments over the lease term, less any lease incentives. Interest expense is recognized ratably over the contract term.

Lease receivables represent the City's claim to receive lease payments over the lease term, as specified in the contract, in an exchange or exchange-like transaction. Lease receivables are recognized at commencement date based on the present value of expected lease payments over the lease term, reduced by any provision for estimated uncollectible amounts. Interest revenue is recognized ratably over the contract term.

Deferred inflows of resources related to leases are recognized at the commencement date based on the initial measurement of the lease receivable, plus any payments received from the lessee at or before the commencement of the lease term that relate to future periods, less any lease incentives paid to, or on behalf of, the lessee at or before the commencement of the lease term. The deferred inflows related to leases are recognized as lease revenue in a systematic and rational manner over the lease term.

The lease term may include options to extend or terminate the lease when it is reasonably certain that the City will exercise that option.

The City has elected to recognize payments and receipts for short-term leases with a lease term of 12 months or less as expenses and revenues as incurred, and these leases are not included as lease liabilities, lease receivables, right-to-use lease assets or deferred inflows on the statements of net position.

The individual lease contracts do not provide information about the discount rate implicit in the lease. Therefore, the City has elected to use their incremental borrowing rate to calculate the present value of expected lease payments.

The City accounts for contracts containing both lease and non-lease components as separate contracts when possible. In cases where the contract does not provide separate price information for lease and non-lease components, and it is impractical to estimate the price of such components, the City treats the components as a single lease unit.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

O. Fund Equity

In the government-wide financial statements and in proprietary fund types, net position is classified in the following categories:

Net Investment in Capital Assets - This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduces this category.

Restricted Net Position - This category represents the net position of the City that is restricted by externally imposed constraints placed on the net position by grantors, contributors or laws and regulations of other governments.

Unrestricted Net Position - This category represents the net position of the City that is not restricted for any project or other purpose.

In the fund financial statements, fund balances of governmental funds are classified in five separate categories. The five categories, and their general meanings, are as follows:

Nonspendable Fund Balance - This represents amounts that cannot be spent due to form (e.g., inventories and prepaid amounts).

Restricted Fund Balance - This represents amounts constrained for a specific purpose by external parties, such as grantors, creditors, contributors or laws and regulations of their governments.

Committed Fund Balance - This represents amounts constrained for a specific purpose by a government using its highest level of decision-making authority (Board of Aldermen). An approval of a resolution by the Board of Aldermen is required to establish, modify or rescind a commitment of fund balance.

Assigned Fund Balance - This balance represents amounts constrained for the intent to be used for a specific purpose by a governing board or a body or official that has been delegated authority to assign amounts by the City Charter. The assignment of fund balance requires formal approval of the City's Board of Aldermen. The City's Mayor or designee (Budget Director or Finance Director) are authorized to submit resolutions to the Board of Aldermen for assignment consideration. The City's Fund Balance Policy limits the assignment of fund balance as a revenue source for the subsequent year's budget to no more than 1% of the prior year's budgetary based actual expenditures. An approval of a resolution by the Board of Aldermen is required to establish, modify or rescind an assignment of fund balance.

Unassigned Fund Balance - This represents fund balance in the General Fund in excess of nonspendable, restricted, committed and assigned fund balance. If another governmental fund has a fund balance deficit, it is reported as a negative amount in unassigned fund balance.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance.

Q. Estimates

The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities including disclosures of contingent assets and liabilities and reported revenues expenditures during the fiscal year.

NOTE 2 STEWARDSHIP, COMPLIANCE ,AND ACCOUNTABILITY

A. Budgetary Information

A budget for the General Fund is authorized annually by the Board of Aldermen. The procedures for establishing the budgetary data reflected in the basic financial statements are as follows:

- The Mayor submits to the Board of Aldermen a proposed operating budget for the fiscal year commencing July 1. The operating budget includes proposed expenditures and the means of financing them.
- The Board of Aldermen holds two public hearings and adjusts the proposed budget to incorporate taxpayer comments, as considered necessary.
- The budget is legally enacted through a Board of Aldermen resolution.
- At any time, in any fiscal year, upon recommendation of the Mayor and approval of the Board of Aldermen, the City may transfer any unexpended balance or any part thereof of any specific appropriation as made for that year to such other department or for such other purposes as the Board of Aldermen may designate.
- At any time, in any fiscal year, upon recommendation of the Mayor and approval of the Board of Aldermen, the City may increase the amount of any specific appropriation as made for that year to such department or for such purpose as the Board of Aldermen may designate. Any increased appropriation must be reconciled by an accompanying increase in revenue.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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(IN THOUSANDS)

NOTE 2 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (CONTINUED)

A. Budgetary Information (Continued)

Formal budgetary integration is employed as a management control device in the General Fund during the year. Formal budgetary integration is not employed in Capital Projects and Special Revenue Funds because budgetary control is alternately achieved by constraints imposed by the project authorization or grant awards related to these funds.

Except for encumbrance accounting and budgeting for year-end accrued payroll, the budget is prepared on the modified accrual basis of accounting. The legal level of control, the level at which expenditures may not exceed appropriations, is at the department level.

Generally, all unencumbered appropriations lapse at year end except those for capital project funds. Appropriations for capital projects are continued until completion of applicable projects even when projects extend more than one fiscal year.

Encumbrance accounting is employed in governmental funds. Encumbrances (e.g., purchase orders, contracts) outstanding at year end are reported as reservations of fund balances and do not constitute expenditures or liabilities because the commitments will be re-appropriated and honored during the subsequent year.

For fiscal year 2022, there were additional appropriations of \$3,841 from fund balance derived from budgetary surpluses generated during the year.

B. Deficit Fund Equity

The following funds had deficit net position balances as of June 30, 2022:

	<u>Amount</u>
Major Funds:	
Education Capital Improvement	\$ 7,701 *
Nonmajor Fund:	
Miscellaneous Grants Fund	26 **

* Deficit balance will be funded by the receipt of school construction grant revenues and the issuance of bonds to permanently finance capital expenditures incurred on approved capital projects.

** Deficit balance will be reduced in subsequent years through charges for service.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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(IN THOUSANDS)

NOTE 3 CASH, CASH EQUIVALENTS, AND INVESTMENTS

The deposit of public funds is controlled by the Connecticut General Statutes (Section 7-402). Deposits may be made in a “qualified public depository” as defined by Statute or, in amounts not exceeding the Federal Deposit Insurance Corporation insurance limit, in an “out of state bank” as defined by the Statutes, which is not a “qualified public depository.”

The Connecticut General Statutes (Section 7-400) permit municipalities to invest in: 1) obligations of the United States and its agencies, 2) highly rated obligations of any state of the United States or of any political subdivision, authority or agency thereof, and 3) shares or other interests in custodial arrangements or pools maintaining constant net position values and in highly rated no-load open end money market and mutual funds (with constant or fluctuating net position values) whose portfolios are limited to obligations of the United States and its agencies, and repurchase agreements fully collateralized by such obligations. Other provisions of the Statutes cover specific municipal funds with particular investment authority. The provisions of the Statutes regarding the investment of municipal pension funds do not specify permitted investments. Therefore, investment of such funds is generally controlled by the laws applicable to fiduciaries and the provisions of the applicable plan.

The Statutes (Sections 3-24f and 3-27f) also provide for investment in shares of the State Short-Term Investment Fund (STIF) and the State Tax Exempt Proceeds Fund (TEPF). These investment pools are under the control of the State Treasurer, with oversight provided by the Treasurer’s Cash Management Advisory Board and are regulated under the State Statutes and subject to annual audit by the Auditors of Public Accounts. Investment yields are accounted for on an amortized-cost basis with an investment portfolio that is designed to attain a market-average rate of return throughout budgetary and economic cycles. Investors accrue interest daily based on actual earnings, less expenses and transfers to the designated surplus reserve, and the fair value of the position in the pool is the same as the value of the pool shares.

A. Deposits

Deposit Custodial Credit Risk

Custodial credit risk is the risk that, in the event of a bank failure, the City’s deposit will not be returned. The City’s formal deposit policy includes sections regarding safekeeping and custody of deposits to mitigate custodial credit risk. The deposit of public funds is controlled by the Connecticut General Statutes. Deposits may be placed with any qualified public depository that has its main place of business in the State of Connecticut. Connecticut General Statutes require that each depository maintain segregated collateral (not required to be based on a security agreement between the depository and the municipality and, therefore, not perfected in accordance with federal law) in an amount equal to a defined percentage of its public deposits based upon the depository’s risk-based capital ratio.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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(IN THOUSANDS)

NOTE 3 CASH, CASH EQUIVALENTS, AND INVESTMENTS (CONTINUED)

A. Deposits (Continued)

Deposit Custodial Credit Risk (Continued)

Based on the criteria described in GASB Statement No. 40, *Deposits and Investment Risk Disclosures*, \$181,791 of the City's bank balance of \$211,299 was exposed to custodial credit risk as follows:

Uninsured and Uncollateralized	\$ 23,142
Uninsured and Collateral Held by the Pledging Bank's Trust Department, Not in the City's Name	<u>158,649</u>
Total Amount Subject to Custodial Credit Risk	<u><u>\$ 181,791</u></u>

Cash Equivalents

At June 30, 2022, the City had deposits in the STIF of \$28,657. STIF is an investment pool of high-quality, short-term money market instruments with an average maturity of less than 60 days. There were no limitations or restrictions on any withdrawals due to redemption notice periods, liquidity fees, or redemption gates.

Credit Risk – Cash Equivalents

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The following chart summarizes year-end ratings for the City as rated by Standard & Poor's:

	<u>Standard and Poor's</u>
State Short-Term Investment Fund (STIF)	AAAm

B. Investments

As of June 30, 2022, the City had the following investments:

	Fair Value	Investment Maturities (Years)		
		Less Than 1	1 - 10	More Than 10
Interest-Bearing Investments:				
Certificate of Deposit	\$ 27,380	\$ 6,173	\$ 21,207	\$ -
U.S. Government Securities	21,856	7,938	10,610	3,308
U.S. Government Agencies	11,974	-	-	11,974
Corporate Bonds	11,177	177	6,852	4,148
Total	<u>72,387</u>	<u>\$ 14,288</u>	<u>\$ 38,669</u>	<u>\$ 19,430</u>
Other Investments:				
Mutual Funds	46,342			
Common and Preferred Stock	347,938			
Asset Backed Securities	300			
Total Investments	<u><u>\$ 466,967</u></u>			

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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NOTE 3 CASH, CASH EQUIVALENTS, AND INVESTMENTS (CONTINUED)

B. Investments (Continued)

Presented below is the rating of investments for each debt investment type:

Average Rating	Corporate Bonds	U.S. Government Securities	Certificate of Deposit	U.S. Government Agencies	Mutual Funds
Aaa	\$ 16	\$ 20,068	\$ -	\$ -	\$ -
Aa2	469	-	-	-	-
A1	1,509	-	-	-	-
A2	3,196	-	-	-	-
A3	2,204	-	-	-	-
Baa1	2,405	-	-	-	-
Baa2	1,378	-	-	-	-
Unrated	-	1,788	27,380	11,974	46,342
Total	<u>\$ 11,177</u>	<u>\$ 21,856</u>	<u>\$ 27,380</u>	<u>\$ 11,974</u>	<u>\$ 46,342</u>

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements); followed by quoted prices in inactive markets or for similar assets or with observable inputs (Level 2 measurements); and the lowest priority to unobservable inputs (Level 3 measurements). The City has the following recurring fair value measurements as of June 30, 2022:

	Fair Value	Level 1	Level 2	Level 3
Investments by Fair Value Level:				
U.S. Government Securities	21,856	\$ 21,856	\$ -	\$ -
Corporate Bonds	11,177	-	11,177	-
Common and Preferred Stock	347,938	347,938	-	-
U.S. Government Agencies	11,974	-	11,974	-
Mutual Funds	46,342	46,342	-	-
Asset Backed Securities	300	-	300	-
Total Investments by Fair Value Level	439,587	<u>\$ 416,136</u>	<u>\$ 23,451</u>	<u>\$ -</u>
Investments Not Recorded at Fair Value:				
Certificate of Deposit	27,380			
Total Investments	<u>\$ 466,967</u>			

Debt and equity securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Debt securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 3 CASH, CASH EQUIVALENTS, AND INVESTMENTS (CONTINUED)

B. Investments (Continued)

Interest Rate Risk

The City's formal investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements.

Credit Risk - Investments

As indicated above, State Statutes limit the investment options of cities and towns. The City's investment policy further limits its investment choices including prohibiting investments in derivatives.

Concentration of Credit Risk

The City's pension fund investment policy is to maintain a diversified portfolio to minimize the risk of loss resulting from over concentration of assets in a specific maturity. Information regarding concentration of the investments that represent more than 5% of the investments in the City of Waterbury Retirement System is detailed in Note 14.

Custodial Credit Risk

Custodial credit risk for an investment is the risk that, in the event of the failure of the counterparty (the institution that pledges collateral or repurchase agreement securities to the City or that sells investments to or buys them for the City), the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City's formal investment policy includes sections regarding safekeeping and custody of investments to mitigate custodial credit risk. The City's individual investments in equities, corporate bonds, corporate asset backed securities and U.S. government agencies are uninsured and unregistered securities held by a counterparty or by its trust department or agent that are not in the City's name.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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NOTE 4 RECEIVABLES

Receivables as of year-end for the City's individual major funds and nonmajor, internal service and fiduciary funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	General	General Capital	Education Capital	Educational Grants	Housing and Development Programs	Bureau of Water	Water Pollution Control	Nonmajor and Other Funds	Total
Receivables:									
Taxes	\$ 6,873	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,873
Accrued Interest on Taxes	2,711	-	-	-	-	-	-	-	2,711
Service Fees	-	-	-	-	-	6,543	4,366	-	10,909
Unbilled Revenue	-	-	-	-	-	2,160	3,187	-	5,347
Intermunicipal Fees	-	-	-	-	-	-	7,986	-	7,986
Intergovernmental	-	7,031	17,280	7,795	391	-	-	4,179	36,676
Loans	-	-	-	-	12,753	-	-	-	12,753
Leases	8,465	-	-	-	-	-	-	326	8,791
Accounts and Other	4,447	-	-	-	-	228	262	2,477	7,414
Gross Receivables	\$ 22,496	\$ 7,031	\$ 17,280	\$ 7,795	\$ 13,144	\$ 8,931	\$ 15,801	\$ 6,982	\$ 99,460
Less Allowance for uncollectibles:									
Taxes	(2,433)	-	-	-	-	-	-	-	(2,433)
Accrued Interest on Taxes	(2,069)	-	-	-	-	-	-	-	(2,069)
Service Fees	-	-	-	-	-	(3,693)	(6,944)	-	(10,637)
Accounts and Other	(2,465)	-	-	-	-	-	-	-	(2,465)
Total Allowance	(6,967)	-	-	-	-	(3,693)	(6,944)	-	(17,604)
Net Total Receivables	\$ 15,529	\$ 7,031	\$ 17,280	\$ 7,795	\$ 13,144	\$ 5,238	\$ 8,857	\$ 6,982	\$ 81,856

Lease Receivables

The City, acting as lessor, leases various property under long-term, non-cancelable lease agreements. The leases expire at various dates through 2054. During the year ended December 31, 2022, the Entity recognized \$1,127 and \$161 in lease revenue and interest revenue, respectively, pursuant to these contracts.

Total future minimum lease payments to be received under lease agreements are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>
2023	\$ 1,127	\$ 142
2024	1,127	122
2025	1,127	103
2026	1,104	85
2027	991	70
07/01/2027 - 06/30/2032	942	283
07/01/2032 - 06/30/2037	561	249
07/01/2037 - 06/30/2042	561	205
07/01/2042 - 06/30/2047	560	144
07/01/2047 - 06/30/2052	560	68
07/01/2052 - 06/30/2054	131	3
Total	\$ 8,791	\$ 1,474

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 5 CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2022 was as follows:

	Beginning Balance	Transfers	Increases	Decreases	Ending Balance
Governmental Activities:					
Capital Assets Not Being Depreciated:					
Land	\$ 12,556	\$ -	\$ -	\$ -	\$ 12,556
Construction in Progress	75,930	(72,873)	22,087	-	25,144
Total Capital Assets Not Being Depreciated	88,486	(72,873)	22,087	-	37,700
Capital Assets Being Depreciated:					
Land Improvements	24,074	3,410	-	(156)	27,328
Buildings and Improvements	763,308	47,990	188	(64)	811,422
Infrastructure	171,671	20,028	-	-	191,699
Machinery and Equipment	57,400	917	1,639	(11,509)	48,447
Vehicles	18,764	528	85	(381)	18,996
Right-to-Use - Leased Assets	2,053	-	-	-	2,053
Total Capital Assets Being Depreciated	1,037,270	72,873	1,912	(12,110)	1,099,945
Less Accumulated Depreciation for:					
Land Improvements	(14,615)	-	(1,058)	156	(15,517)
Buildings and Improvements	(209,994)	-	(18,420)	53	(228,361)
Infrastructure	(117,017)	-	(3,211)	-	(120,228)
Machinery and Equipment	(42,384)	-	(2,213)	11,431	(33,166)
Vehicles	(11,897)	-	(1,125)	381	(12,641)
Right-to-Use - Leased Assets	-	-	(363)	-	(363)
Total Accumulated Depreciation	(395,907)	-	(26,390)	12,021	(410,276)
Total Capital Assets Being Depreciated, Net	641,363	72,873	(24,478)	(89)	689,669
Governmental Activities Capital Assets, Net	\$ 729,849	\$ -	\$ (2,391)	\$ (89)	\$ 727,369

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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NOTE 5 CAPITAL ASSETS (CONTINUED)

	Beginning Balance	Transfers	Increases	Decreases	Ending Balance
Business-Type Activities:					
Capital Assets Not Being Depreciated:					
Land	\$ 1,773	\$ -	\$ -	\$ -	\$ 1,773
Construction in Progress	7,900	(386)	8,800	(116)	16,198
Total Capital Assets Not Being Depreciated	9,673	(386)	8,800	(116)	17,971
Capital Assets Being Depreciated:					
Utility Plant	149,299	-	-	(35)	149,264
Infrastructure	110,981	-	-	-	110,981
Machinery and Equipment	83,313	231	-	(86)	83,458
Vehicles	4,334	155	-	(402)	4,087
Total Capital Assets Being Depreciated	347,927	386	-	(523)	347,790
Less Accumulated Depreciation for:					
Utility Plant	(55,026)	-	(4,793)	35	(59,784)
Infrastructure	(53,100)	-	(1,361)	-	(54,461)
Machinery and Equipment	(51,689)	-	(1,406)	86	(53,009)
Vehicles	(4,475)	-	(124)	402	(4,197)
Total Accumulated Depreciation	(164,290)	-	(7,684)	523	(171,451)
Total Capital Assets Being Depreciated, Net	183,637	386	(7,684)	-	176,339
Business-Type Activities Capital Assets, Net	<u>\$ 193,310</u>	<u>\$ -</u>	<u>\$ 1,116</u>	<u>\$ (116)</u>	<u>\$ 194,310</u>

Depreciation expense was charged to functions/programs as follows:

Governmental Activities:	
General Government	\$ 1,591
Public Works (Including Parks)	8,403
Public Safety	2,559
Education	11,834
Culture and Recreation	2,000
Human Services	3
Total Depreciation Expense - Governmental Activities	<u>\$ 26,390</u>
Business-Type Activities:	
Bureau of Water	\$ 1,789
Water Pollution Control	5,832
Utility Admin Division	63
Total Depreciation Expense - Business-Type Activities	<u>\$ 7,684</u>

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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NOTE 6 CONSTRUCTION COMMITMENTS

The City has authorized capital projects for the improvement and expansion of the City's facilities, infrastructure and other capital items. The following is a summary of the City's authorized capital projects by major program and the related commitments as of June 30, 2022:

Program	Project Authorization	Cumulative Expenditures	Encumbered	Balance June 30, 2022
General Capital Improvement	\$ 333,990	\$ 199,019	\$ 18,448	\$ 116,523
Education Capital Improvement	348,618	312,015	1,987	34,616
Water Enterprise Improvement	26,228	15,940	542	9,746
WPC Enterprise Improvement	70,932	41,904	9,940	19,088
Total	<u>\$ 779,768</u>	<u>\$ 568,878</u>	<u>\$ 30,917</u>	<u>\$ 179,973</u>

NOTE 7 INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

During the course of operations, transactions are processed through a fund on behalf of another fund. Additionally, revenues received in one fund are transferred to another fund. A summary of interfund balances as of June 30, 2022 is presented below:

Receivable Fund	Payable Fund	Amount
General Fund	Nonmajor Governmental	\$ 796
General Fund	Internal Service - Heart and Hypertension	811
General Fund	Education Capital Improvement	7,647
General Fund	Pension Fund	11,910
Total		<u>\$ 21,164</u>

A summary of interfund transfers is presented below:

	Transfers In					Total
	Debt Service	General Capital	Educational Grants	Utility Administrative Division	Nonmajor Governmental Funds	
Transfers out:						
General Fund	\$ 48,059	\$ 13,124	\$ 1,206	\$ -	\$ 1,568	\$ 63,957
General Capital Improvement	4	-	-	-	-	4
Debt Service	-	21	-	-	-	21
Nonmajor Governmental Funds	-	305	-	-	-	305
Bureau of Water	-	-	-	1,409	-	1,409
Water Pollution Control	-	-	-	1,409	-	1,409
Total	<u>\$ 48,063</u>	<u>\$ 13,450</u>	<u>\$ 1,206</u>	<u>\$ 2,818</u>	<u>\$ 1,568</u>	<u>\$ 67,105</u>

Transfers from the General Fund to the Debt Service Fund are in accordance with budgetary appropriations authorizing the transfer of funds for designated purposes. Transfers from the General Fund to the General Capital Improvement Fund are designed to locally fund portions of capital activities to reduce future bonding requirements.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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(IN THOUSANDS)

NOTE 8 LONG-TERM DEBT

Governmental Activities

Changes in Long-Term Liabilities

Long-term liability activity for the year ended June 30, 2022 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds Payable	\$ 424,673	\$ 50,000	\$ 27,569	\$ 447,104	\$ 25,740
Add Unamortized Premiums	20,146	4,905	2,227	22,824	-
Total Bonds Payable	444,819	54,905	29,796	469,928	25,740
Notes Payable	1,178	-	336	842	336
Accrued Compensated Absences	32,233	5,256	6,447	31,042	6,208
Retired Employee Obligations	4,427	969	1,420	3,976	1,304
Lease Liability	2,053	344	665	1,732	339
Total OPEB Liability	1,119,570	-	190,002	929,568	45,953
Landfill Post-Closure	630	-	70	560	70
Pollution Remediation	1,315	1,543	-	2,858	-
Risk Management	42,196	3,091	-	45,287	19,857
Net Pension Liability	178,123	111,513	-	289,636	-
Total Governmental Activities Long-Term Liabilities	<u>\$ 1,826,544</u>	<u>\$ 177,621</u>	<u>\$ 228,736</u>	<u>\$ 1,775,429</u>	<u>\$ 99,807</u>

The risk management claims accounted for in the Internal Service Funds are reported in the long-term liabilities as part of the above totals for governmental activities. All governmental long-term liabilities are generally liquidated by the General Fund.

A schedule of governmental activities bonds outstanding at June 30, 2022 is presented below:

Description	Date of Issue	Interest Rate (%)	Amount of Original Issue	Balance Outstanding June 30, 2022
General Purpose Bonds Payable:				
Waterbury Industrial Commons	12/05/13	1.2-4.6	\$ 10,000	\$ 3,000
Waterbury Industrial Commons	12/02/15	1.2-4.6	7,000	3,000
Capital Acquisition & Infrastructure Improvements	12/02/15	3.0-5.0	13,000	12,440
Refunding Bond 11/28/2017 on 2009 Bonds	11/28/17	3.0-5.0	9,332	5,508
Capital Acquisition & Infrastructure Improvements	11/28/17	3.0-5.0	43,000	37,540
Refunding Bond 2/11/2020 on 2010 Bonds	02/11/20	4.0	24,480	21,420
Refunding Bond 2/11/2020 on (2011, 2012 & 2013) Bonds	02/11/20	1.7-2.7	24,185	21,893
Capital Acquisition & Infrastructure Improvements	02/11/20	4.0-5.0	50,000	46,000
Capital Acquisition & Infrastructure Improvements	06/15/22	5.0	28,000	28,000
Total General Purpose				178,801
School Bonds Payable:				
School Construction	12/02/15	3.0-5.0	10,000	9,560
Refunding Bond - 2009	11/28/17	3.0-5.0	4,433	3,047
School Construction	11/28/17	3.0-5.0	5,000	4,320
Refunding Bond 2/11/2020 on (2011, 2012 & 2013) Bonds	02/11/20	1.7-3.0	28,220	25,376
School Construction	06/15/22	5.0	22,000	22,000
Total School				64,303
Pension Deficit Bonds Payable:				
Pension Obligation	09/17/09	2.7-7.1	313,145	204,000
Total				<u>\$ 447,104</u>

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 8 LONG-TERM DEBT (CONTINUED)

Governmental Activities (Continued)

Changes in Long-Term Liabilities (Continued)

A schedule of governmental activities bonds outstanding at June 30, 2022 is presented below:

<u>Due During Fiscal Year Ending June 30.</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 25,740	\$ 23,181	\$ 48,921
2024	29,072	22,655	51,727
2025	29,064	21,107	50,171
2026	28,529	19,572	48,101
2027	28,319	18,057	46,376
2028-2032	137,850	67,494	205,344
2033-2037	106,465	32,721	139,186
2038-2042	46,075	7,704	53,779
2043-2047	14,325	1,937	16,262
2048	1,665	42	1,707
Total	<u>\$ 447,104</u>	<u>\$ 214,470</u>	<u>\$ 661,574</u>

Prior Year Defeasance of Debt

In prior years, the City had defeased certain general obligation bonds by placing the proceeds of the new bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the City's financial statements. The outstanding balance of the defeased bonds as of June 30, 2022 is \$27,880 and the escrow balance is \$28,735.

Notes Payable

Notes payable consists of borrowings from a third party to purchase three (3) automated recycling trucks and single stream recycling carts to be used by the City's residents. The note does not bear interest and principal payments of \$84 are due quarterly through December 2024. Future maturities of notes payable are as follows:

	<u>Principal</u>
2023	\$ 336
2024	336
2025	170
Total	<u>\$ 842</u>

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 8 LONG-TERM DEBT (CONTINUED)

Governmental Activities (Continued)

Compensated Absences

Employees can accumulate unused vacation and sick leave (as determined by individual union contracts) until termination of their employment. At termination, pay-out provisions as determined by individual union contract provide for payments to vested employees net of provisions to exchange selected amounts of accumulated sick time for pension service years. The amount recorded represents 20% of the total accumulated time of employees to account for the estimated percentage of employees that will never vest and to account for those employees who have accrued days in excess of that, which will be paid by contract.

Retired Employee Obligations

Obligations to retired employees consist of amounts due to retired employees for unused compensated absences. The retired employee obligation at June 30, 2022 consisted of \$3,436 due to retired Board of Education employees and \$540 due to retired General Government employees. The obligation will be amortized over various years as follows:

<u>Fiscal Year Ending June 30,</u>	<u>Amount</u>
2023	\$ 1,304
2024	1,106
2025	795
2026	409
2027	196
2028-2030	166
Total	<u>\$ 3,976</u>

Landfill Post Closure Care Costs

The City received a consent order from the State of Connecticut Department of Environmental Protection requiring as of October 9, 1994 that its landfill no longer accept any solid waste and that by October 31, 1996 the facility be capped. The City has closed and capped the landfill and is in the nineteenth year of a thirty year required post closure monitoring period. GASB Statement No. 18, *Accounting for Municipal Solid Waste Landfill Closure and Postclosure Care Costs*, requires a liability related to closure and post closure care to be estimated and recorded based on landfill capacity used to date. The City has estimated \$560 for the post closure monitoring liability as of June 30, 2022. However, due to changes in technology, laws or regulations, these costs may change in the future.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 8 LONG-TERM DEBT (CONTINUED)

Governmental Activities (Continued)

Pollution Remediation

The City is obligated to demonstrate compliance with the financial assurance requirement for corrective action contained in Stewardship Permit No. DEP/HWM/CS-151-001 EPA ID CTD001164599 associated with the MacDermid Facility (the Facility) located on Huntington Avenue in Waterbury, Connecticut. All corrective action tasks approved in the remedial action plan have been completed including the installation of an engineered cap and ground water monitoring wells. The current cost estimate of \$2,858 includes costs for 30 years of engineered cap inspections and pavement replacement after 15 years. The current cost estimate additionally includes costs for 30 years of site-wide groundwater monitoring and reporting. Funding for this obligation is currently provided for within the capital appropriation and bond authorization for the construction of the centralized Department of Public Works operations facility at the former MacDermid Facility. Funding in subsequent years will be provided through the City's annual operating budget.

Leases

The City leases equipment, vehicles and real estate for various terms under long-term, non-cancelable lease agreements. The leases expire at various dates through 2029.

Total future minimum lease payments under lease agreements are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>
2023	\$ 339	\$ 27
2024	344	21
2025	333	15
2026	285	10
2027	298	5
2028 - 2029	133	1
Total	<u>\$ 1,732</u>	<u>\$ 79</u>

Right-to-use assets acquired through outstanding leases are shown below, by underlying asset class.

Office Equipment	\$ 21
Vehicles	294
Real Estate	1,738
Less: Accumulated Amortization	<u>(363)</u>
Total	<u>\$ 1,690</u>

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 8 LONG-TERM DEBT (CONTINUED)

Business-Type Activities

Changes in Long-Term Liabilities

Long-term liability activity for the year ended June 30, 2022 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bond and Serial Notes Payable	\$ 27,854	\$ 10,000	\$ 2,217	\$ 35,637	\$ 1,658
Add Unamortized Premiums	827	921	63	1,685	-
Total Bonds Payable	28,681	10,921	2,280	37,322	1,658
Net Pension Liability	7,480	4,611	-	12,091	-
Total OPEB Liability	27,252	-	3,426	23,826	1,178
Accrued Compensated Absences	499	108	100	507	101
Total Business-Type Activities Long-Term Liabilities	<u>\$ 63,912</u>	<u>\$ 15,640</u>	<u>\$ 5,806</u>	<u>\$ 73,746</u>	<u>\$ 2,937</u>

All business-type liabilities are generally liquidated by the Water and WPC user fees.

A schedule of business-type activities bonds and serial notes outstanding at June 30, 2022 is presented below:

Description	Date of Issue	Interest Rate (%)	Amount of Original Issue	Balance Outstanding June 30, 2022
Business-Type Activities:				
Utility Administrative Division:				
Financial Management System	11/28/17	3.0-5.0	\$ 700	\$ 420
Bureau of Water:				
Infrastructure Improvements	11/28/17	3.0-5.0	1,300	1,040
Infrastructure Improvements	02/11/20	4.0-5.0	5,000	1,609
Refunding Bond 2/11/2020 on (2011 & 2012)				
Bonds	02/11/20	1.7-2.5	1,945	4,759
DWSRF #2017-7052	05/31/18	2.0	953	696
DWSRF#2019-7060	09/30/20	2.0	2,570	2,378
Water Pollution Control:				
Infrastructure Improvements	06/15/22	5.0	10,000	10,000
Serial notes payable - State of Connecticut:				
Clean Water Act	11/30/03	2.0	2,424	124
Clean Water Act	05/30/04	2.0	2,953	155
Clean Water Act	11/30/05	2.0	544	30
Clean Water Act	11/30/20	2.0	15,458	14,426
Total				<u>\$ 35,637</u>

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 8 LONG-TERM DEBT (CONTINUED)

Business-Type Activities (Continued)

Changes in Long-Term Liabilities (Continued)

A schedule of business-type activities bonds outstanding at June 30, 2022 is presented below:

<u>Due During Fiscal Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 525	\$ 625	\$ 1,150
2024	1,193	774	1,967
2025	1,191	721	1,912
2026	1,181	667	1,848
2027	1,181	613	1,794
2028-2032	5,485	2,284	7,769
2033-2037	4,650	1,085	5,735
2038-2042	1,730	259	1,989
2043-2047	600	48	648
Total	<u>\$ 17,736</u>	<u>\$ 7,076</u>	<u>\$ 24,812</u>

A schedule of business-type activities serial notes outstanding at June 30, 2022 is presented below:

<u>Due During Fiscal Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 1,133	\$ 347	\$ 1,480
2024	840	328	1,168
2025	858	311	1,169
2026	875	293	1,168
2027	893	276	1,169
2028-2032	4,742	1,101	5,843
2033-2037	5,238	603	5,841
2038-2042	3,322	104	3,426
Total	<u>\$ 17,901</u>	<u>\$ 3,363</u>	<u>\$ 21,264</u>

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 8 LONG-TERM DEBT (CONTINUED)

Business-Type Activities (Continued)

Bonds Authorized/Unissued

Bonds authorized/unissued outstanding are as follows:

Project Description	Date Authorized	Total Authorized	Debt Issued	Grants Received	Authorized Unissued
General Purpose:					
Demolition of Abandoned Properties	01/24/22	\$ 1,000	\$ 500	\$ -	\$ 500
East Liberty Bridge Replacement	09/11/17	4,000	2,300	-	1,700
Waterbury Greenway Phase I**	09/11/17	9,500	2,000	237	7,263
Great Brook Culvert Replacement	11/25/13	3,100	-	-	3,100
Education:					
Roof Replacement - Generali Elementary School*	01/21/20	1,200	300	-	900
Elevators - Washington & Bunker Hill Elementary*	09/11/17	1,700	-	-	1,700
Elevators - Sprague, Chase, Kingsbury, & Hopeville*	08/22/16	3,500	1,150	2,287	63
Wendell Cross Elementary School Renovation & Addition*	06/20/16	46,250	11,750	28,304	6,196
West Side Middle School Roof Replacement*	10/20/14	3,040	600	1,026	1,414
Kennedy High School Additions & Alterations*	06/25/12	25,232	5,750	16,620	2,862
Wallace Middle School Addition*	06/20/11	15,758	3,950	10,582	1,226
Carrington Pre-k to 8 School*	05/20/13	37,043	10,050	26,525	468
Waterbury Career Academy Technical School*	06/09/08	68,190	16,700	47,956	3,534
School Facilities Plan*	06/25/04	101,500	28,000	71,032	2,468
Bureau of Water:					
Water Plant, Equipment System Renewal & Replacement	05/11/15	17,700	9,323	853	7,524
Water Meter Reading Program	10/11/11	2,500	2,000	-	500
Water Pollution Control Authority:					
WPC Plant - Phosphorous Reduction Upgrade	04/09/18	40,000	21,458	15,504	3,038
WPC Plant, Equipment & Infrastructure Renewal & Replacement	05/11/15	10,325	4,000	-	6,325
Total		<u>\$ 391,538</u>	<u>\$ 119,831</u>	<u>\$ 220,926</u>	<u>\$ 50,781</u>

* The City expects to receive approximately 78% of eligible project costs from the State in the form of progress payments.

** The City expects to receive approximately 80% of Greenway Phase I project costs reimbursed from State & Federal Grants.

Debt Limitations

The City's indebtedness does not exceed the legal debt limitations as required by the Connecticut General Statutes as reflected in the following schedule:

Category	Debt Limit	Net Indebtedness	Balance
General Purpose	\$ 587,833	\$ 192,207	\$ 395,626
Schools	1,175,666	64,303	1,111,363
Sewers	979,721	34,098	945,623
Urban Renewal	849,092	-	849,092
Pension Deficit	783,777	204,000	579,777

The total of the City's net statutory indebtedness of \$494.6 million does not exceed the legal debt limitation of \$1.83 billion (seven times the base for debt limitation computation).

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 8 LONG-TERM DEBT (CONTINUED)

Debt Limitations (Continued)

Bonds authorized and unissued represents bond authorizations for projects which have bond anticipation notes outstanding or for which bonds have been authorized and partially issued. In addition, authorized and unissued amounts have been reduced for grants received to date for applicable bond authorizations.

Pursuant to Public Act 97-11, an amount of \$19.1 million will be received from the State in the form of proportional progress payments for eligible construction costs during certain construction phases of the projects applicable to bonds authorized and unissued.

The net indebtedness excludes water bonds and Drinking Water State Revolving Fund notes payable totaling \$10.5 million, water bonds authorized and unissued of \$8.0 million, as well as \$.4 million in Utility Administrative Division bonds payable.

NOTE 9 RISK MANAGEMENT

The City is self-insured in most areas of risk. Self-insured risks include general and auto liability, workers' compensation, unemployment and employee health claims. The City's Legal Counsel defends the City in any lawsuits that arise from the normal course of operations.

The City purchases commercial insurance for excess coverage for general liability claims set at \$10 million with a City retention of \$1 million. Settlements over the last three years have not exceeded the insured coverage limits maintained by the City. The City purchases commercial insurance for excess coverage for workers' compensation claims with a City retention of \$1.5 million.

The City provides self-insured medical plans for which payments are based upon actual claims (versus premium payments). A third party acts as a claims processor and a transfer of risk does not occur. All funds of the City participate in the program and make payments to the Self-Insurance Internal Service Fund to pay claims, claim reserves and administrative costs of the program. During the fiscal year ended June 30, 2022, \$113.4 million in health care benefits and administrative costs were paid. Incurred but not reported health claims of \$8.5 million have been accrued as a liability based upon information supplied by the City's Health Care Administrator. Actuarial estimated liability for claims incurred but not reported is not available.

An actuarial study estimates the present value of general liability outstanding losses including case reserves for known claims and incurred but not reported claims at \$3.3 million as of June 30, 2022.

An actuarial study estimates the present value of workers' compensation claims liabilities, including case reserves for known claims and incurred but not reported claims, at \$26.4 million as of June 30, 2022.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 9 RISK MANAGEMENT (CONTINUED)

The present value of future costs to current eligible recipients subject to Heart and Hypertension benefits is estimated at \$7.1 million as of June 30, 2022. The actuarial estimate is based on the present value of seven times current year paid benefits.

Changes in the reserve amounts in fiscal years 2022 and 2021 were as follows:

	2022	2021
Beginning of Year	\$ 42,196	\$ 41,715
Fiscal Year Claims Incurred and Changes in Prior Years' Estimates	126,959	113,469
Fiscal Year Claims Payments	(123,868)	(112,988)
End of Year	<u>\$ 45,287</u>	<u>\$ 42,196</u>

NOTE 10 FUND EQUITY

The components of fund balance at June 30, 2022 are as follows:

	General Fund	Debt Service	General Capital	Education Capital	Educational Grants	Housing and Development Programs	Nonmajor Governmental Funds	Total
Fund balances:								
Nonspendable:								
Inventory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 622	\$ 622
Trust	-	-	-	-	-	-	534	534
Restricted for:								
Trust	-	-	-	-	-	-	3,349	3,349
Education	-	-	-	-	-	-	518	518
Committed to:								
Debt Service	-	11,637	-	-	-	-	-	11,637
Public Safety	-	-	-	-	-	-	1,429	1,429
Human Services	-	-	-	-	-	-	148	148
Culture and Recreation	-	-	-	-	-	-	755	755
Development and Community Affairs	-	-	-	-	-	476	-	476
General Government	-	-	-	-	-	-	230	230
Education	-	-	-	-	7,259	-	1,713	8,972
Capital Projects	-	-	40,956	-	-	-	-	40,956
Assigned to:								
Subsequent Budget	3,000	-	-	-	-	-	-	3,000
Capital Projects	-	-	18,448	-	-	-	-	18,448
Unassigned	23,091	-	-	(7,701)	-	-	-	15,390
Total Fund Balances	<u>\$ 26,091</u>	<u>\$ 11,637</u>	<u>\$ 59,404</u>	<u>\$ (7,701)</u>	<u>\$ 7,259</u>	<u>\$ 476</u>	<u>\$ 9,298</u>	<u>\$ 106,464</u>

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 10 FUND EQUITY (CONTINUED)

Major encumbrances include the following:

Vehicles	\$ 2,968
Downtown Underground Utility Improvements	620
East Main Street - Streetscape	1,015
Road Milling and Paving	545
Sidewalks Replacement	1,885
Greenway Phase I	2,753
Portable and Mobile Radios	2,039
City Elevators-Refurbish & Replacement	1,610
General Roof	752
	<u>\$ 14,187</u>

NOTE 11 TAX ABATEMENTS

As of June 30, 2022, the City provides tax abatements via Tax Assessment (Stabilization) Agreements. The City enters into Tax Assessment Agreements (Stabilization Agreements) which provide real property tax abatements for real property improvements pursuant to Connecticut General Statutes Section 12-65. The agreements are entered into by the City and are approved by the Board of Aldermen. The abatements are obtained pursuant to a contract between the City and the owner of the property. The agreements fix the assessment value prior to improvement and defer the increase in the assessed value attributable to the construction/renovation over a period of 7 to 15 years. Continuation of the agreement is conditioned upon continued compliance with the provisions of the agreement and is terminated upon sale or transfer of the property for any other purpose unless the City has consented thereto. There are no provisions to recapture abated taxes under this program. No other commitments have been made by the City to the abatement recipients under this program. For the fiscal year ended June 30, 2022, taxes abated through this program total \$400.

The City additionally has entered into a three-year tax stabilization agreement with Prospect Waterbury, Inc. on the Waterbury Hospital real estate property. The tax stabilization agreement provides for a fixed assessment of \$54,223 for grand list years 10/1/2019, 10/1/2020 and 10/1/2021. Prospect Waterbury's total taxes paid to the City in FY2022 total \$3,265, with \$5,291 classified as abated per the agreed upon reduced fixed assessment.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 12 OTHER POSTEMPLOYMENT BENEFITS (OPEB)

City OPEB Plan

The City, in accordance with various collective bargaining agreements, is committed to provide health and other benefits to eligible retirees and their spouses. Benefits are established and amended through negotiations between the City and the various unions representing City employees. The City pays the full cost of life insurance premiums. The percentage contribution of employees and retirees for medical benefits are negotiated with the various unions representing the employees. Retired plan members and beneficiaries currently receiving benefits are required to contribute specified percentages towards the cost of receiving benefits under the City's self-insured medical benefits program.

The postemployment benefit plan is a single employer defined benefit plan and is considered to be part of the City's financial reporting entity. Plan benefit payments are included in the City's medical benefits fund. There are no stand-alone financial statements available for the plan.

A. OPEB Benefits Funding Policy

The City continues its commitment to meeting its obligations for medical benefits of both its active employees and benefit eligible retired employees, on a pay-as-you go basis, through the annual adoption of General Fund contributions to the City's Health Benefits internal service fund. In 2003, with an understanding of the long-term implications of the existing OPEB benefit program, the City, via the powers of the State Oversight Board at the time, modified collective bargaining agreements to significantly curtail the OPEB benefits for those employees hired after the contract modification date (2004 time frame). In addition, future retiree co-share requirements were established for those current employees grandfathered into the previous benefit program. The elimination and/or significant curtailment of post-employment medical coverage will begin to reduce the OPEB accrued liability and eventually, significantly reduce the compounded cost impact of funding medical coverage for both active employees and retirees. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB statement 75.

The following is the current census of City benefit participants as of July 1, 2021:

	(Not in Thousands)
Active Employees	3,528
Retired Members and Dependents	2,430
Total	<u>5,958</u>

B. Total OPEB Liability

The City's total OPEB liability of \$ 953,394 (\$929,568 governmental activities and \$23,826 business-type activities) was measured as of June 30, 2022 and was determined by an actuarial valuation as of July 1, 2020 rolled forward to June 30, 2022.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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(IN THOUSANDS)

NOTE 12 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

C. Actuarial Assumptions and Other Inputs

The total OPEB liability in the July 1, 2020 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement unless otherwise specified:

Inflation	2.40%
Salary Increases	2.40%, average, including inflation
Discount Rate	3.54%
Healthcare Cost Trend Rates	6.50% in 2020, decreasing 0.2% per year to an ultimate rate of 4.40% for 2031 and later years
Retirees' Share of Benefit-Related Costs	Varies based on union

The discount rate was based on the Bond Buyer GO 20-Bond Municipal Index.

Mortality rates were based on Pub-2010 (B) Public Retirement Plans Below Median Amount Weighted Mortality Tables (with separate tables for General Employees, Public Safety and Teachers), projected to the valuation date with Scale MP-2020.

D. Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
Balances as of July 1, 2021	\$ 1,146,822
Changes for the Year:	
Service Cost	24,658
Interest on Total OPEB Liability	24,843
Difference Between Expected and Actual Experience	2,930
Changes in Assumptions or Other Inputs	(203,013)
Benefit Payments	<u>(42,846)</u>
Net Changes	<u>(193,428)</u>
Balances as of June 30, 2022	<u>\$ 953,394</u>

Changes of assumptions and other inputs reflect a change in the discount rate from 2.16% in 2021 to 3.54% in 2022.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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NOTE 12 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

E. Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current discount rate:

	1% Decrease in Discount Rate (2.54%)	Current Discount Rate (3.54%)	1% Increase in Discount Rate (4.54%)
Total OPEB Liability	\$ 1,094,179	\$ 953,394	\$ 839,490

F. Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower or 1 percentage point higher than the current healthcare cost trend rates:

	1% Decrease (5.50% Decreasing to 3.40%)	Healthcare Cost Trend Rates (6.50% Decreasing to 4.40%)	1% Increase (7.50% Decreasing to 5.40%)
Total OPEB Liability	\$ 819,381	\$ 953,394	\$ 1,121,281

G. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2022, the City recognized OPEB expense of \$38,750. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ 2,998	\$ (71,547)
Changes of Assumptions or Other Inputs	145,985	(187,862)
Total	<u>\$ 148,983</u>	<u>\$ (259,409)</u>

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 12 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

G. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ (8,960)
2024	(8,960)
2025	(5,579)
2026	(7,859)
2027	(30,891)
Thereafter	(48,177)
Total	<u>\$ (110,426)</u>

Other Postemployment Benefit - Connecticut State Teachers Retirement Plan

A. Plan Description

Teachers, principals, superintendents or supervisors engaged in service of public schools plus professional employees at State Schools of higher education are eligible to participate in the Connecticut State Teachers' Retirement System Retiree Health Insurance Plan (TRS-RHIP), a State cost sharing multiple-employer defined other postemployment benefit plan administered by the Teachers' Retirement Board (TRB), if they choose to be covered.

Chapter 167a of the State Statutes grants authority to establish and amend the benefit terms to the TRB. TRS-RHIP issues a publicly available financial report that can be obtained at www.ct.gov/trb.

B. Benefit Provisions (amounts not rounded)

There are two types of the health care benefits offered through the System. Subsidized Local School District Coverage provides a subsidy paid to members still receiving coverage through their former employer and the TRB Sponsored Medicare Supplement Plans provide coverage for those participating in Medicare but not receiving Subsidized Local School District Coverage.

Any member who is not currently participating in Medicare Parts A & B is eligible to continue health care coverage with their former employer. A subsidy of up to \$110 per month for a retired member plus an additional \$110 per month for a spouse enrolled in a local school district plan is provided to the school district to first offset the retiree's share of the cost of coverage, and any remaining portion is used to offset the district's cost. The subsidy amount is set by statute and has not increased since July 1996. A subsidy amount of \$220 per month may be paid for a retired member, spouse or the surviving spouse of a member who has attained the normal retirement age to participate in Medicare, is not eligible for Part A of Medicare without cost, and contributes at least \$220 per month towards coverage under a local school district plan.

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NOTE 12 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

Other Postemployment Benefit - Connecticut State Teachers Retirement Plan
(Continued)

B. Benefit Provisions (amounts not rounded) (Continued)

Any member who is currently participating in Medicare Parts A & B is eligible to either continue health care coverage with their former employer, if offered, or enroll in the plan sponsored by the System. If they elect to remain in the plan with their former employer, the same subsidies as above will be paid to offset the cost of coverage.

If a member participating in Medicare Parts A & B so elects, they may enroll in one of the CTRB Sponsored Medicare Supplement Plans. Effective July 1, 2018, the System added a Medicare Advantage Plan option. Active members, retirees and the State pay equally toward the cost of the basic coverage (medical and prescription drug benefits) under the Medicare Advantage Plan. Retired members who choose to enroll in the Medicare Supplement Plan are responsible for the full difference in the premium cost between the two plans. Additionally, effective July 1, 2018, retired members who cancel their health care coverage or elect to not enroll in a TRB sponsored health care coverage option must wait two years to re-enroll.

Survivor Health Care Coverage

Survivors of former employees or retirees remain eligible to participate in the plan and continue to be eligible to receive either the \$110 monthly subsidy or participate in the TRB-Sponsored Medicare Supplement or Medicare Advantage Plan options, as long as they do not remarry.

C. Eligibility

Any member who is currently receiving a retirement or disability benefit is eligible to participate in the plan.

Credited Service

One month for each month of service as a teacher in Connecticut public schools, maximum 10 months for each school year. Ten months of credited service constitutes one year of Credited Service. Certain other types of teaching services, State employment, or wartime military service may be purchased prior to retirement if the member pays one-half the cost.

Normal Retirement

Age 60 with 20 years of Credited Service in Connecticut, or 35 years of Credited Service including at least 25 years of service in Connecticut.

Early Retirement

Age 55 with 20 years of Credited Service including 15 years of Connecticut service, or 25 years of Credited Service including 20 years of Connecticut service.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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(IN THOUSANDS)

NOTE 12 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

Other Postemployment Benefit - Connecticut State Teachers Retirement Plan
(Continued)

C. Eligibility (Continued)

Proratable Retirement

Age 60 with 10 years of Credited Service.

Disability Retirement

No service requirement if incurred in the performance of duty, and 5 years of Credited Service in Connecticut if not incurred in the performance of duty.

Termination of Employment

Ten or more years of Credited Service.

D. Contributions

State of Connecticut

Per Connecticut General Statutes Section 10-183z, contribution requirements of active employees and the State of Connecticut are approved, amended and certified by the State Teachers' Retirement Board and appropriated by the General Assembly. The State contributions are not currently actuarially funded. The State appropriates from the General Fund one third of the annual costs of the Plan. Administrative costs of the Plan are financed by the State. Based upon Chapter 167a, Subsection D of Section 10-183t of the Connecticut statutes, it is assumed the State will pay for any long-term shortfall arising from insufficient active member contributions.

Employer (School Districts)

School District employers are not required to make contributions to the plan.

For the year ended June 30, 2022, the amount of "on-behalf" contributions made by the State was \$803 and is recognized in the General Fund as intergovernmental revenues and education expenditures.

Employees/Retirees

The cost of providing plan benefits is financed on a pay-as-you-go basis as follows: active teachers' pay for one-third of the Plan costs through a contribution of 1.25% of their pensionable salaries, and retired teachers pay for one-third of the Plan costs through monthly premiums, which helps reduce the cost of health insurance for eligible retired members and dependents.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
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NOTE 12 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

Other Postemployment Benefit - Connecticut State Teachers Retirement Plan
(Continued)

E. OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At June 30, 2022, the City reports no amounts for its proportionate share of the net OPEB liability, and related deferred outflows and inflows, due to the statutory requirement that the State pay 100% of the required contribution. The amount recognized by the City as its proportionate share of the net OPEB liability, the related State support and the total portion of the net OPEB liability that was associated with the City was as follows:

City's Proportionate Share of the Net OPEB Liability	\$ -
State's Proportionate Share of the Net OPEB Liability	
Associated with the City	44,427
Total	<u>\$ 44,427</u>

The net OPEB liability was measured as of June 30, 2021, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as June 30, 2020. At June 30, 2022, the City has no proportionate share of the net OPEB liability.

For the year ended June 30, 2022, the City recognized OPEB expense and revenue of (\$1,641) in Exhibit II.

F. Actuarial Assumptions

The total OPEB liability was determined by an actuarial valuation as of June 30, 2020, using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50%
Health Care Costs Trend Rate:	5.125% for 2020, decreasing to an ultimate Rate of 4.50% by 2023
Salary Increases	3.00-6.50%, including inflation
Investment Rate of Return	2.17%, net of OPEB plan investment expense, including inflation
Year Fund Net Position Will be Depleted	2023

Mortality rates were based on the PubT-2010 Healthy Retiree Table (adjusted 105% for males and 103% for females at ages 82 and above), projected generationally with MP-2019 for the period after service retirement.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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NOTE 12 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

Other Postemployment Benefit - Connecticut State Teachers Retirement Plan
(Continued)

F. Actuarial Assumptions (Continued)

The actuarial assumptions used in the June 30, 2020 valuation were based on the results of an actuarial experience study for the period July 1, 2014 - June 30, 2019.

The changes in the assumptions since the prior year are as follows:

- Discount rate changed from 2.21% to 2.17%
- Expected annual per capita claims costs were updated to better reflect anticipated Medicare and prescription drug claim experience based on scheduled premium increases through calendar year 2024.

The changes in the benefit terms since the prior year are as follows:

- There were no changes to benefit terms in the two years preceding the measurement date.

The long-term expected rate of return on plan assets is reviewed as part of the GASB 75 valuation process. Several factors are considered in evaluating the long-term rate of return assumption, including the plan's current asset allocations and a log-normal distribution analysis using the best-estimate ranges of expected future real rates of return (expected return, net investment expense and inflation) for each major asset class. The long-term expected rate of return was determined by weighting the expected future real rates of return by the target asset allocation percentage and then adding expected inflation. The assumption is not expected to change absent a significant change in the asset allocation, a change in the inflation assumption, or a fundamental change in the market that alters expected returns in future years. The plan is 100% invested in U.S. Treasuries (Cash Equivalents) for which the expected 10-Year Geometric Real Rate of Return is (0.42%).

G. Discount Rate

The discount rate used to measure the total OPEB liability was 2.17%. The projection of cash flows used to determine the discount rate was performed in accordance with GASB 75. The projection was based on an actuarial valuation performed as of June 30, 2020.

In addition to the actuarial methods and assumptions of the June 30, 2020, actuarial valuation, the following actuarial methods and assumptions were used in the projection of cash flows:

- Total payroll for the initial projection year consists of the payroll of the active membership present on the valuation date. In subsequent projection years, total payroll was assumed to increase annually at a rate of 3.00%

CITY OF WATERBURY, CONNECTICUT
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(IN THOUSANDS)

NOTE 12 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

Other Postemployment Benefit - Connecticut State Teachers Retirement Plan (Continued)

- Employee contributions were assumed to be made at the current member contribution rate. Employee contributions for future plan members were used to reduce the estimated amount of total service costs for future plan members.
- Annual State contributions were assumed to be equal to the most recent five-year average of state contributions toward the fund.

Based on those assumptions, the Plan's fiduciary net position was projected to be depleted in 2023 and, as a result, the Municipal Bond Index Rate was used in the determination of the single equivalent rate.

H. Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rate and the Discount Rate

The City's proportionate share of the net OPEB liability is \$-0- and, therefore, the change in the health care cost trend rate or the discount rate would only impact the amount recorded by the State of Connecticut.

I. OPEB Plan Fiduciary Net Position

Detailed information about the Connecticut State Teachers OPEB Plan fiduciary net position is available in the separately issued State of Connecticut Comprehensive Annual Financial Report at www.ct.gov.

J. Other Information

Additional information is included in the required supplementary information section of the financial statements. A schedule of contributions is not presented as the City has no obligation to contribute to the plan.

NOTE 13 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (OPEB)

A. Plan Description and Benefits Provided

The City is the administrator of the City of Waterbury Retirement System, a single-employer public employee retirement system (PERS) established and administered by the City to provide pension benefits for its non-teacher employees. The PERS is considered to be part of the City's financial reporting entity and is included in the City's financial reports as a pension trust fund and there are no stand-alone financial statements available for the plan.

Management of the Waterbury Retirement System rests with the Retirement Board as required by §6C-10 of the Charter of the City. The powers and duties of the Retirement

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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NOTE 13 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

City of Waterbury Retirement System

Board are codified in City of Waterbury ordinances, Chapter 35: Pension and Retirement System.

The Retirement Board consists of seven (7) members appointed by the Mayor. No more than one (1) member of the Board shall be a currently-employed, management employee of the Department of Finance of the City, who shall serve a two-year term. No more than one (1) member shall be a currently-employed, nonmanagement employee, who shall be appointed for a four (4) year term. No more than one (1) member shall be a member of the Board of Aldermen, who shall be appointed for a two (2) year term. The remaining four (4) members of the Retirement Board shall have professional or business experience in the in the areas of investments, finance, actuarial principles or retirement plan administration or similar qualifications.

A. Plan Description and Benefits Provided

Membership as of July 1, 2020 of the PERS consisted of the following:

	<u>(Not in Thousands)</u>
Active Employees	1,548
Terminated Vested Members	72
Vested in Employee Contributions Only	264
Retired, Disabled, and Beneficiaries	<u>2,167</u>
Total	<u><u>4,051</u></u>

Members are required to contribute to the Plan and the City is required to contribute the remaining amounts necessary to finance the employees coverage. Benefits and contributions are established by the City and may be amended only by the City Charter and Union negotiation. Benefits and refunds of the plan are recognized when due and payable in accordance with the terms of the plan. Administrative costs are financed by the plan and used in determining the City's annual required contribution.

Refer to the PERS actuarial valuation report for summaries of specific plan provisions and actuarial assumptions and for eligibility and benefit exception provisions applicable to employees based on pre-existing hire dates and years of services. The following is a brief summary of current plan provisions:

CITY OF WATERBURY, CONNECTICUT
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(IN THOUSANDS)

NOTE 13 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

City of Waterbury Retirement System (Continued)

	Retirement Eligibility	Benefit	Employee Vesting	Contribution
Police	25 Yrs. Or 15 Yrs. and Age 65	2%/Yr. Max. 70%	10 Yrs.	9.50%
Fire	25 Yrs. Or 15 Yrs. and Age 65	2%/Yr. Max. 70%	10 Yrs.	9.50%
Blue Collar	Earlier of 15 Yrs. and Age 65 25 Yrs. and Age 55	2%/Yr. Max. 70%	10 Yrs.	7.50%
White Collar	Earlier of 15 Yrs. and Age 65 25 Yrs. and Age 55	2%/Yr. Max. 70%	10 Yrs.	7.50%
Nurses	25 Yrs.	2%/Yr. Max. 70%	10 Yrs.	7.50%
WMAA	Earlier of 15 Yrs. and Age 65 25 Yrs. and Age 55	2%/Yr. Max. 70%	10 Yrs.	7.50%

B. Significant Accounting Policies

Basis of Accounting

Financial statements are prepared using the accrual basis of accounting for the defined benefit pension plan. Plan member contributions are recognized in the period in which they are due. Employer contributions are recognized when due and a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

Method Used to Value Investments

Investments are reported at fair value. Securities traded on a national exchange are valued at the last reported sales price. Investment income is recognized as earned.

C. Funding Policy

Employees are required to contribute various percentages of their earnings to the PERS (See A above). If an employee leaves employment or dies before meeting the vesting requirements, accumulated employee contributions and interest are refunded. The City is required to contribute the remaining amounts necessary to finance the benefits for its employees as determined by its actuaries; the current rate is 27.77% of annual covered payroll. Benefits and employee contributions are fixed by contract and may be amended subject to union negotiations.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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NOTE 13 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

City of Waterbury Retirement System (Continued)

C. Funding Policy (Continued)

Administrative costs of the Plan are financed through investment earnings.

Investments

The Retirement Board's policy in regard to the allocation of invested assets is to rely on the Plan's investment consultant to periodically present the results of a comprehensive asset allocation study on allocating assets between major asset classes in the capital markets. The asset allocation study assists the Retirement Board in determining a suitable strategic mix of asset classes in line with the Retirement Board's investment objectives, risk tolerance and investment time horizon. It is the policy of the Retirement Board to follow an investment strategy that balances risk with expected returns. Investments are made for the sole interest and exclusive purpose of providing returns for the Waterbury Retirement System (System). In addition to the statutory direction and restrictions, the System operates under the "Prudent Person" rule, used herein meaning that in investing the assets of the plan, the governing authorities of the systems, funds and plans shall exercise the judgment and care under the circumstances then prevailing that an institutional investor of ordinary prudence, discretion and intelligence exercises in the management of large investments entrusted to it not in regard to speculation but in regard to the permanent disposition of funds considering probable safety of capital as well as probable income. The following is a representation of the Board's adopted asset allocation strategy as of July 2021.

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return*	Weighting
US Government Fixed Income	4.00 %	0.18 %	0.01 %
US Corporate Fixed Income - Investment Grade	10.00	1.18	0.12
US Corporate Fixed Income - High Yield	2.00	3.45	0.07
US Large Cap Equity	30.20	4.83	1.46
US Mid Cap Equity	15.90	6.62	1.05
US Small Cap Equity	9.80	7.70	0.75
International Equity	14.60	5.33	0.78
Emerging Markets Equity	7.60	9.60	0.73
Real Estate	5.90	4.10	0.24
Cash	-	(0.60)	-
Total Portfolio	100.00 %		5.21
Long-Term Inflation Expectation			2.60
Long-Term Expected Nominal Return			7.81 %

* Long-term returns are provided by RBC. The returns are arithmetic means.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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NOTE 13 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

City of Waterbury Retirement System (Continued)

C. Funding Policy (Continued)

Rate of Return

For the year ended June 30, 2022, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was (17.67)%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

D. Net Pension Liability of the City

The components of the net pension liability of the City at June 30, 2022 were as follows:

Total Pension Liability	\$ 676,747
Plan Fiduciary Net Position	<u>375,020</u>
Net Pension Liability	<u><u>\$ 301,727</u></u>

Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	55.42 %
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Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of July 1, 2021 rolled forward to June 30, 2022, using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary Increases	Ranges from 2.75% to 6.25%, based on age
Investment Rate of Return	7.80%

Mortality rates were based on the PUB-2010 (B) Public Retirement Plans Below Median Amount-Weighted Mortality Tables (with separate tables for General Employees and Public Safety), projected to the valuation date with Scale MP-2020.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return are developed. Best estimates of the real rates of return for each major asset class are included along with the pension plan's long-term target asset allocation. Since the rates term rates shown above are geometric averages, the impact of asset allocation and rebalancing is not reflected in the expected return. An expected rate of return of 7.80% was used.

CITY OF WATERBURY, CONNECTICUT
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NOTE 13 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

City of Waterbury Retirement System (Continued)

D. Net Pension Liability of the City (Continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.80%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in the Net Pension Liability

City of Waterbury Retirement System			
	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balances as of June 30, 2021	\$ 668,907	\$ 483,304	\$ 185,603
Changes for the Year:			
Service Cost	9,348	-	9,348
Interest on Total Pension Liability	50,898	-	50,898
Employer Contributions	-	22,515	(22,515)
Member Contributions	-	6,908	(6,908)
Net Investment Income (Loss)	-	(85,301)	85,301
Benefit Payments, Including Refund of Employee Contributions	(52,406)	(52,406)	-
Net Changes	7,840	(108,284)	116,124
Balances as of June 30, 2022	<u>\$ 676,747</u>	<u>\$ 375,020</u>	<u>\$ 301,727</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 7.80%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease in Discount Rate (6.80%)	Current Discount Rate (7.80%)	1% Increase in Discount Rate (8.80%)
Net Pension Liability as of June 30, 2022	\$ 365,238	\$ 301,727	\$ 247,294

CITY OF WATERBURY, CONNECTICUT
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NOTE 13 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

City of Waterbury Retirement System (Continued)

D. Net Pension Liability of the City (Continued)

Pension Expense and Deferred Outflows of Resources Related to Pensions

For the year ended June 30, 2022, the City recognized pension expense of \$30,294. At June 30, 2022, the City reported deferred outflows of resources related to pension from the following sources:

	<u>City of Waterbury Retirement System</u>	
	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences Between Expected and Actual Experience	\$ -	\$ (4,232)
Changes of Assumptions	3,599	-
Net Difference Between Projected and Actual Earning on Pension Plan Investments	61,368	-
Total	<u>\$ 64,967</u>	<u>\$ (4,232)</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ 13,870
2024	13,963
2025	8,478
2026	24,424
Total	<u>\$ 60,735</u>

Connecticut Teachers Retirement System - Pension

A. Plan Description

Teachers, principals, superintendents or supervisors engaged in service of public schools are provided with pensions through the Connecticut State Teachers' Retirement System, a cost sharing multiple-employer defined benefit pension plan administered by the Teachers Retirement Board. Chapter 167a of the State Statutes grants authority to establish and amend the benefit terms to the Teachers Retirement Board. The Teachers Retirement Board issues a publicly available financial report that can be obtained at www.ct.gov.

B. Benefit Provisions

The plan provides retirement, disability and death benefits. Employees are eligible to retire at age 60 with 20 years of credited service in Connecticut, or 35 years of credited service including at least 25 years of service in Connecticut.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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(IN THOUSANDS)

NOTE 13 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Connecticut Teachers Retirement System – Pension (Continued)

B. Benefit Provisions (Continued)

Normal Retirement

Retirement benefits for employees are calculated as 2% of the average annual salary times the years of credited service (maximum benefit is 75% of average annual salary during the 3 years of highest salary).

Early Retirement

Employees are eligible after 25 years of credited service including 20 years of Connecticut service, or age 55 with 20 years of credited service including 15 years of Connecticut service with reduced benefit amounts.

Disability Retirement

Employees are eligible for service-related disability benefits regardless of length of service. Five years of credited service is required for nonservice-related disability eligibility. Disability benefits are calculated as 2% of average annual salary times credited service to date of disability, but not less than 15% of average annual salary, nor more than 50% of average annual salary.

C. Contributions

Per Connecticut General Statutes Section 10-183z (which reflects Public Act 79-436 as amended), contribution requirements of active employees and the State of Connecticut are approved, amended and certified by the State Teachers Retirement Board and appropriated by the General Assembly.

Employer (School Districts)

School District employers are not required to make contributions to the plan.

The statutes require the State of Connecticut to contribute 100% of each school districts' required contributions, which are actuarially determined as an amount that, when combined with employee contributions, is expected to finance the costs of the benefits earned by employees during the year, with any additional amount to finance any unfunded accrued liability.

For the year ended June 30, 2021, the amount of "on-behalf" contributions made by the State was \$34,145 and is recognized in the General Fund as intergovernmental revenues and education expenditures.

Employees

Effective July 1, 1992, each teacher is required to contribute 6% of salary for the pension benefit.

Effective January 1, 2018, the required contribution increased to 7% of pensionable salary.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
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NOTE 13 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Connecticut Teachers Retirement System – Pension (Continued)

D. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2022, the City reports no amounts for its proportionate share of the net pension liability, and related deferred outflows and inflows, due to the statutory requirement that the State pay 100% of the required contribution. The amount recognized by the City as its proportionate share of the net pension liability, the related state support, and the total portion of the net pension liability that was associated with the City were as follows:

City's Proportionate Share of the Net Pension Liability	\$ -
State's Proportionate Share of the Net Pension Liability Associated with the City	407,780
Total	<u>\$ 407,780</u>

The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020. At June 30, 2022, the City has no proportionate share of the net pension liability.

For the year ended June 30, 2022, the City recognized pension expense and revenue of \$26,323 in Exhibit II.

E. Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of June 30, 2020, using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50%
Salary increase	3.00-6.50%, including inflation
Investment rate of return	6.90%, net of pension plan investment expense, including inflation

Mortality rates were based on the PubT-2010 Healthy Retiree Table (adjusted 105% for males and 103% for females at ages 82 and above), projected generationally with MP-2019 for the period after service retirement.

The actuarial assumptions used in the June 30, 2020 valuation were based on the results of an actuarial experience study for the five-year period ending July 1, 2019.

Assumption changes since the prior year are as follows:

- There were no changes in assumptions that affected the measurement of the TPL since the prior measurement date.

CITY OF WATERBURY, CONNECTICUT
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NOTE 13 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Connecticut Teachers Retirement System – Pension (Continued)

E. Actuarial Assumptions (Continued)

Benefit changes since the prior year are as follows:

- There were no changes in benefit provisions that affected the measurement of the TPL since the prior measurement date.

Cost-of-Living Allowance

For teachers who retired prior to September 1, 1992, pension benefit adjustments are made in accordance with increases in the Consumer Price Index, with a minimum of 3% and a maximum of 5% per annum.

For teachers who were members of the Teachers' Retirement System before July 1, 2007 and retire on or after September 1, 1992, pension benefit adjustments are made that are consistent with those provided for Social Security benefits on January 1 of the year granted, with a maximum of 6% per annum. If the return on assets in the previous year was less than 8.5%, the maximum increase is 1.5%.

For teachers who were members of the Teachers' Retirement System after July 1, 2007, pension benefit adjustments are made that are consistent with those provided for Social Security benefits on January 1 of the year granted, with a maximum of 5% per annum. If the return on assets in the previous year was less than 11.5%, the maximum increase is 3%, and if the return on the assets in the previous year was less than 8.5%, the maximum increase is 1.0%.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 13 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Connecticut Teachers Retirement System – Pension (Continued)

E. Actuarial Assumptions (Continued)

Long-Term Rate of Return

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The current capital market assumptions and the target asset allocation as provided by the State of Connecticut Treasurer's Office are summarized in the following table:

Asset Class	Expected Return	Target Allocation
Domestic Equity Fund	5.60 %	20.00
Developed Market Intl. Stock Fund	6.00	11.00
Emerging Market Intl. Stock Fund	7.90	9.00
Core Fixed Income Fund	2.10	16.00
Inflation Linked Bond Fund	1.10	5.00
Emerging Market Debt Fund	2.70	5.00
High Yield Bond Fund	4.00	6.00
Real Estate Fund	4.50	10.00
Private Equity	7.30	10.00
Alternative Investments	2.90	7.00
Liquidity Fund	0.40	1.00
Total		<u>100.00</u>

F. Discount Rate

The discount rate used to measure the total pension liability was 6.90%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that State contributions will be made at the actuarially determined contribution rates in the future years. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

G. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The City's proportionate share of the net pension liability is \$-0- and, therefore, the change in the discount rate would only impact the amount recorded by the State of Connecticut.

CITY OF WATERBURY, CONNECTICUT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022
(IN THOUSANDS)

NOTE 13 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Connecticut Teachers Retirement System – Pension (Continued)

H. Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued financial statements available at www.ct.gov.

I. Other Information

Additional information is included in the required supplementary information section of the financial statements. A schedule of contributions is not presented as the City has no obligation to contribute to the plan.

NOTE 14 CONTINGENT LIABILITIES

The City is contingently liable in connection with litigation involving general liability, automobile liability, professional liability, law enforcement liability, employment practice liability, and other related miscellaneous suits and unasserted claims. These claims are estimated to total \$3.3 million and the City has recorded a provision for these claims in the General Liability Internal Service Fund. The City is also contingently liable in connection with litigation involving contractual liability, tax appeals and environmental liability. There is no specific provision for these claims as the City currently does not expect probable losses. The City intends to vigorously defend these actions; however, there can be no assurance that the City will prevail.

NOTE 15 COMMITMENTS

The City entered into a Power Purchase Agreement (PPA) with a third party which requires the City to purchase 100% of the electricity output of a fuel cell power plant through the fiscal year 2037. The City estimates an annual savings of \$155 thousand and a total savings of over \$3.1 million over the 20-year term of the PPA. The City purchases the power at a rate that is 1.5 cents per kilowatt hour less than the rate the City is receiving from its traditional supplier. If the fuel cell power plant runs at maximum capacity, the City will be required to purchase approximately \$904 thousand in electricity output in fiscal year 2023.

The City has entered into a third-party operations, maintenance and management services agreement with CH2M Hill Engineers, Inc., a subsidiary of Jacobs Engineering Group, Inc., for its Water Pollution Control - Wastewater Collection and Treatment Systems. Jacobs Engineering Group is responsible to perform all services necessary for the proper and satisfactory operation and maintenance of the wastewater collection and treatment systems, full-service 24-hours-a-day, seven days a week. The term of the Agreement is for ten years, initiated in November 2018 and concluding in October 2028. The City will pay approximately \$6.2 million to Jacob's Engineering Group, Inc., in fiscal year 2023 for operating and maintenance services provided in accordance with the terms and conditions of the Agreement.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF WATERBURY, CONNECTICUT
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES
BUDGET AND ACTUAL
YEAR ENDED JUNE 30, 2022
(NONGAAP BUDGETARY BASIS)

	Budgeted Amounts		Actual	Variance Favorable (Unfavorable)
	Original	Final		
Property Taxes:				
Current Property Taxes	\$ 246,877	\$ 246,877	\$ 250,257	\$ 3,380
Prior Year Property Taxes	3,800	3,800	3,046	(754)
Supplemental Auto List	2,800	2,800	3,898	1,098
Interest and Penalties Prior Year	2,275	2,275	1,444	(831)
Interest and Penalties Current Year	1,200	1,200	1,223	23
Total Property Taxes	256,952	256,952	259,868	2,916
Intergovernmental:				
Exemptions for Elderly	20	20	17	(3)
Veterans Additional Exemption	100	100	89	(11)
Pequot - State	2,637	2,637	2,637	-
Pilot - State Owned Properties	6,727	6,727	9,388	2,661
Pilot - Housing Authority	25	25	-	(25)
Education Equalization	113,617	113,617	114,086	469
Nonpublic School Medical Services	185	185	283	98
Agency Placement	2,200	2,200	2,747	547
Special Education - Medicaid	650	650	923	273
Special Revenue - Federal Grants	25	25	76	51
Municipal Revenue Sharing	13,331	13,331	13,331	-
Special Revenue - State Grants	3,925	3,925	169	(3,756)
Total Intergovernmental	143,442	143,442	143,746	304
Investment Income:				
Income from Investments	950	950	336	(614)
Charges for Services:				
Probate Court Costs - Wolcott	30	30	25	(5)
Proceeds - Off Track Revenue	180	180	123	(57)
Deed Transfer and Recording Fees	353	353	519	166
Real Estate Conveyance Tax	950	950	3,450	2,500
Vital Statistics and Fees	388	388	443	55
Landlord Registrations	1	1	-	(1)
Dog Pound Fees and Licenses	17	17	10	(7)

**CITY OF WATERBURY, CONNECTICUT
GENERAL FUND
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES
BUDGET AND ACTUAL (CONTINUED)
YEAR ENDED JUNE 30, 2022
(NONGAAP BUDGETARY BASIS)**

	Budgeted Amounts		Actual	Variance Favorable (Unfavorable)
	Original	Final		
Charges for Services (Continued):				
Refuse Disposal Charge	\$ 175	\$ 175	\$ 143	\$ (32)
Sewer Permits	40	40	21	(19)
False Alarm Fines	50	50	27	(23)
Parking Violation Fees	400	400	254	(146)
Garage 1nd Meters Parking Fees	815	815	495	(320)
Marriott Ramp Garage	5	5	-	(5)
Building Permits	800	800	840	40
Electrical Work Permits	245	245	437	192
Heating Etc. Permits	165	165	219	54
Plumbing Permits	100	100	71	(29)
Restaurant License Permits	145	145	104	(41)
Outside Tuition	450	450	500	50
Building Rental Fees	1,400	1,400	1,587	187
Departmental Charges	199	199	122	(77)
Other Permits, Licenses and Fees	621	621	551	(70)
Total Charges for Services	7,529	7,529	9,941	2,412
Reimbursements:				
Fringe Benefits	8,545	8,545	5,526	(3,019)
Bureau of Water	2,197	2,197	2,197	-
Waste Treatment	1,249	1,249	1,249	-
Utility Admin. Division	669	669	669	-
Total Reimbursements	12,660	12,660	9,641	(3,019)
Other:				
Telephone Access Lines	200	200	170	(30)
Miscellaneous Sources	284	284	300	16
Total Other	484	484	470	(14)
Total Revenues	<u>\$ 422,017</u>	<u>\$ 422,017</u>	424,002	<u>\$ 1,985</u>

Budgetary revenues are different than GAAP revenues because:

State of Connecticut pension on-behalf payment related to the
Connecticut State Teachers' Retirement System for Waterbury
teachers is not budgeted.

34,145

State of Connecticut OPEB on-behalf payment related to the
Connecticut State Teachers' Retirement System for Waterbury
teachers is not budgeted.

803

State of Connecticut WIC on-behalf payment

4,664

Total Revenues and Other Financing Sources as Reported on the
Statement of Revenues, Expenditures and Changes in Fund Balances -
Governmental Funds - Exhibit IV

\$ 463,614

**CITY OF WATERBURY, CONNECTICUT
GENERAL FUND
SCHEDULE OF EXPENDITURES AND OTHER FINANCING USES
BUDGET AND ACTUAL
YEAR ENDED JUNE 30, 2022
(NONGAAP BUDGETARY BASIS)**

	Budgeted Amounts		Actual	Variance Favorable (Unfavorable)
	Original	Final		
General Government:				
Office of the Mayor	\$ 880	\$ 880	668	\$ 212
Board of Aldermen	64	64	64	-
Legal Department	2,097	2,097	1,748	349
City Clerk	251	271	261	10
Town Clerk	593	633	614	19
Department of Human Resources	843	1,023	962	61
Registrar of Voters	375	385	359	26
City Sheriff	18	18	18	-
Probate Court	164	164	119	45
Finance Department	1,931	1,946	1,929	17
Department of Assessment	819	819	747	72
Collector of Revenue	1,174	1,174	1,042	132
Department of Purchases	293	293	270	23
Department of Audit	163	163	98	65
Department of Budget Control	164	164	139	25
Department of Information Technology	2,010	2,010	1,961	49
Total General Government	11,839	12,104	10,999	1,105
Public Works:				
Public Works Administration	703	703	686	17
Engineering	1,418	1,418	1,199	219
Public Works Services	5,827	5,902	5,105	797
Public Works Operations	13,036	13,411	12,412	999
Total Public Works	20,984	21,434	19,402	2,032
Public Safety:				
Police Department	35,748	35,748	35,213	535
Fire Department	21,898	21,873	21,768	105
Total Public Safety	57,646	57,621	56,981	640
Planning and Development:				
Office of the City Plan	478	478	371	107
Department of Inspections	883	893	852	41
Total Planning And Development	1,361	1,371	1,223	148
Human Services:				
Department of Health	4,277	4,277	4,233	44
Education:				
Department of Education	158,375	150,999	149,474	1,525
Culture and Recreation:				
Silas Bronson Library	2,012	2,012	1,736	276

**CITY OF WATERBURY, CONNECTICUT
GENERAL FUND
SCHEDULE OF EXPENDITURES AND OTHER FINANCING USES
BUDGET AND ACTUAL (CONTINUED)
YEAR ENDED JUNE 30, 2022
(NONGAAP BUDGETARY BASIS)**

	Budgeted Amounts		Actual	Variance Favorable (Unfavorable)
	Original	Final		
General Financial:				
Contractual Services	\$ 1,229	\$ 1,154	1,124	\$ 30
Employee Benefits	6,883	6,827	6,761	66
Health Benefits	74,000	74,000	74,000	-
Pension	22,576	22,576	22,545	31
Legal - General Liability	1,000	1,000	1,000	-
Heart And Hypertension	1,000	1,000	1,000	-
Workers Compensation	7,000	7,000	7,000	-
Municipal Groups	2,108	1,880	1,880	-
Contingency	1,500	750	747	3
Total General Financial	<u>117,296</u>	<u>116,187</u>	<u>116,057</u>	<u>130</u>
Total Expenditures	373,790	366,005	360,105	5,900
Other Financing Uses:				
Transfers Out:				
Debt Service Fund	48,059	48,059	48,059	-
Special revenue programs	1,650	4,250	4,250	-
Capital Improvement	1,516	10,542	10,542	-
Total Other Financing Uses	<u>51,225</u>	<u>62,851</u>	<u>62,851</u>	<u>-</u>
Total	<u>\$ 425,015</u>	<u>\$ 428,856</u>	422,956	<u>\$ 5,900</u>

Budgetary expenditures are different than GAAP expenditures because:

State of Connecticut pension expense related to the
Connecticut State Teachers' Retirement System for Waterbury
teachers is not budgeted. 34,145

State of Connecticut OPEB revenue related to the
Connecticut State Teachers' Retirement System for Waterbury
teachers is not budgeted. 803

State of Connecticut WIC on-behalf payment 4,664

Total Expenditures and Other Financing Uses as Reported on the
Statement of Revenues, Expenditures and Changes in Fund Balances -
Governmental Funds - Exhibit IV \$ 462,568

CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
LAST NINE FISCAL YEARS*
(IN THOUSANDS)

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability:									
Service Cost	\$ 9,348	\$ 9,169	\$ 8,936	\$ 8,812	\$ 8,622	\$ 8,058	\$ 7,823	\$ 7,514	\$ 7,656
Interest	50,898	50,980	50,311	50,223	49,515	48,847	48,242	47,744	47,157
Differences Between Expected and Actual Experience	-	(8,465)	-	5,508	-	(689)	-	325	-
Changes of Assumptions	-	7,198	-	(5,253)	-	15,399	-	2,657	-
Benefit Payments, Including Refunds of Member Contributions	(52,406)	(51,264)	(50,774)	(49,946)	(49,024)	(48,836)	(49,000)	(48,892)	(47,186)
Net Change in Total Pension Liability	7,840	7,618	8,473	9,344	9,113	22,779	7,065	9,348	7,627
Total Pension Liability - Beginning	668,907	661,289	652,816	643,472	634,359	611,580	604,515	595,167	587,540
Total Pension Liability - Ending	676,747	668,907	661,289	652,816	643,472	634,359	611,580	604,515	595,167
Plan Fiduciary Net Position:									
Contributions - Employer	22,515	21,829	21,096	20,235	17,742	17,509	17,003	16,649	16,085
Contributions - Member	6,908	6,504	6,576	6,551	6,739	6,962	6,476	6,301	6,499
Net Investment Income (Loss)	(85,301)	110,135	2,974	32,140	31,829	34,437	(162)	8,837	59,597
Benefit Payments, Including Refunds of Member Contributions	(52,406)	(51,264)	(50,774)	(49,946)	(49,024)	(48,836)	(49,000)	(48,892)	(47,186)
Net Change in Plan Fiduciary Net Position	(108,284)	87,204	(20,128)	8,980	7,286	10,072	(25,673)	(17,105)	34,995
Plan Fiduciary Net Position - Beginning	483,304	396,100	416,228	407,248	399,962	389,890	415,563	432,668	397,673
Plan Fiduciary Net Position - Ending	375,020	483,304	396,100	416,228	407,248	399,962	389,890	415,563	432,668
Net Pension Liability - Ending	\$ 301,727	\$ 185,603	\$ 265,189	\$ 236,588	\$ 236,224	\$ 234,397	\$ 221,690	\$ 188,952	\$ 162,499
Plan Fiduciary Net Position As A Percentage Of The Total Pension Liability	55.42 %	72.25 %	59.90 %	63.76 %	63.29 %	63.05 %	63.75 %	68.74 %	72.70 %
Covered Payroll	\$ 81,088	\$ 79,033	\$ 80,729	\$ 78,683	\$ 77,767	\$ 75,502	\$ 78,534	\$ 76,246	\$ 82,045
Net Pension Liability As A Percentage Of Covered Payroll	372.10 %	234.84 %	328.49 %	300.69 %	303.76 %	310.45 %	282.29 %	247.82 %	198.06 %

*Note - This schedule is intended to show information for ten years. Additional information will be added as it becomes available.

**CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF EMPLOYER CONTRIBUTIONS
LAST TEN FISCAL YEARS
(IN THOUSANDS)**

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Actually Determined Employer Contribution (ADEC)	\$ 22,515	\$ 21,829	\$ 21,096	\$ 20,235	\$ 17,742	\$ 17,418	\$ 17,003	\$ 16,649	\$ 16,085	\$ 16,062
Contributions in Relation to the ADEC	22,515	21,829	21,096	20,235	17,742	17,509	17,003	16,649	16,085	16,062
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (91)	\$ -	\$ -	\$ -	\$ -
Covered Payroll	\$ 81,088	\$ 79,033	\$ 80,729	\$ 78,683	\$ 77,767	\$ 75,502	\$ 78,534	\$ 76,246	\$ 82,045	\$ 78,512
Contributions as a Percentage of Covered Payroll	27.77 %	27.62 %	26.13 %	25.72 %	22.81 %	23.19 %	21.65 %	21.84 %	19.81 %	20.46 %

Notes to Schedule:

Valuation Date: July 1, 2020

Measurement Date: June 30, 2022

Actually determined contribution rates are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method
 Amortization Method
 Remaining Amortization Period
 Asset Valuation Method
 Inflation
 Salary Increases
 Investment Rate of Return

Entry age normal
 Level dollar closed
 20 years, closed
 Asset smoothing
 2.60%
 Ranges from 2.75% to 6.25%, based on age
 7.80%

Retirement Age - Police

Retirement Age - Fire

Retirement Age - Blue collar

Retirement Age - White Collar

Retirement Age - Nurses

Retirement Age - WMAA

Mortality

Officers with 10 years of service on 6/30/05, 20 years of service or age 55. All others, 25 years of service or age 65 and 15 years of service
 The later of 25 years of service as a full-time Firefighter, or age 65 and 15 years of service
 Earlier of either (1) Age 65 and 15 years of service, (2) if 10 years of service on 11/16/05, the later of 25 years of service regardless of age, or
 (3) if not vested by 11/16/05, age 65 and 25 years of service
 Earlier of either (1) if 10 years of service on 4/11/06, the later of 25 years of service and age 63, (2) Age 65 and 15 years of service,
 or (3) Age 55 and 25 years of service
 Earlier of either (1) if hired prior to 12/7/95, 25 years of service, (2) Age 65 and 15 years of service, or (3) Age 55 and 25 years of service
 Earlier of either (1) if hired prior to 10/1/96, 25 years of service, (2) Age 65 and 15 years of service, or (3) Age 55 and 25 years of service
 Earlier of either (1) if hired prior to 10/1/96, 25 years of service, (2) Age 65 and 15 years of service, or (3) Age 55 and 25 years of service
 PUB-2010 (B) Public Retirement Plans Below Median Amount-Weighted Mortality Tables (with separate tables for General
 Employees and Public Safety); projected to the valuation date with Scale MP-2020.

**CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF INVESTMENT RETURNS
LAST NINE FISCAL YEARS***

	2022	2021	2020	2019	2018	2017	2016	2015	2014
Annual Money-Weighted Rate of Return, Net of Investment Expense	(17.67)%	27.79 %	0.72 %	7.92 %	8.02 %	8.90 %	(0.04)%	2.06 %	15.13 %

*Note - This schedule is intended to show information for ten years. Additional information will be added as it becomes available.

CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
STATE TEACHERS RETIREMENT PLAN
LAST EIGHT FISCAL YEARS*
(IN THOUSANDS)

	2022	2021	2020	2019	2018	2017	2016	2015
City's Proportion of the Net Pension Liability	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
City's Proportionate Share of the Net Pension Liability	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State's Proportionate Share of the Net Pension Liability Associated with the City	407,780	514,868	483,768	373,013	394,405	416,100	313,535	289,800
Total	\$ 407,780	\$ 514,868	\$ 483,768	\$ 373,013	\$ 394,405	\$ 416,100	\$ 313,535	\$ 289,800
City's Covered Payroll	\$ 59,426	\$ 64,830	\$ 70,888	\$ 79,491	\$ 82,613	\$ 80,564	\$ 78,115	\$ 80,599
City's Proportionate Share of the Net Pension Liability (asset) as a percentage of its covered payroll	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	60.77 %	49.24 %	52.00 %	57.69 %	55.93 %	52.26 %	59.50 %	61.51 %

Notes to Schedule:

Changes in Benefit Terms	None
Changes of Assumptions	None
Actuarial Cost Method	Entry age
Amortization Method	Level percent of pay, closed, grading to a level dollar amortization method for the June 30, 2024 valuation
Single Equivalent Amortization Period	30 years
Asset Valuation Method	4-year smoothed fair value
Inflation	2.50%
Salary Increase	3.25%-6.50%, including inflation
Investment Rate of Return	6.90%, net of investment-related expense

Notes:

- This schedule is intended to show information for ten years. Additional years' information will be displayed as it becomes available.
- The measurement date is one year earlier than the employer's reporting date.

CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
LAST FIVE FISCAL YEARS*
(IN THOUSANDS)

	2022	2021	2020	2019	2018
Total OPEB Liability:					
Service Cost	\$ 24,658	\$ 28,369	\$ 18,964	\$ 18,022	\$ 18,993
Interest	24,843	26,855	34,781	36,422	34,479
Differences Between Expected and Actual Experience	2,930	(85,194)	(1,644)	(17,581)	1,441
Changes of Assumptions and Other Inputs	(203,013)	8,514	200,542	51,139	(36,692)
Benefit Payments	(42,846)	(36,849)	(38,569)	(39,756)	(38,689)
Net Change in Total OPEB Liability	(193,428)	(58,305)	214,074	48,246	(20,468)
Total OPEB Liability - Beginning	1,146,822	1,205,127	991,053	942,807	963,275
Total OPEB Liability - Ending	<u>\$ 953,394</u>	<u>\$ 1,146,822</u>	<u>\$ 1,205,127</u>	<u>\$ 991,053</u>	<u>\$ 942,807</u>
Covered-Employee Payroll	\$ 209,494	\$ 204,584	\$ 206,819	\$ 201,578	\$ 194,159
Total OPEB Liability as a Percentage of Covered-Employee Payroll	455.09 %	560.56 %	582.70 %	491.65 %	485.59 %

Notes to Schedule:

Changes of Assumptions The discount rate was decreased from 2.16% in 2021 to 3.54% in 2022.

Note - There are no assets accumulated in a trust to pay benefits for the OPEB plan.

* This schedule is intended to show information for ten years. Additional years' information will be displayed as it becomes available.

CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET OPEB LIABILITY
STATE TEACHERS RETIREMENT PLAN
LAST FIVE FISCAL YEARS*
(IN THOUSANDS)

	2022	2021	2020	2019	2018
City's Proportion of the Net OPEB Liability	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
City's Proportionate Share of the Net OPEB Liability	\$ -	\$ -	\$ -	\$ -	\$ -
State's Proportionate Share of the Net OPEB Liability Associated with the City	44,427	76,793	75,446	74,568	101,515
Total	<u>\$ 44,427</u>	<u>\$ 76,793</u>	<u>\$ 75,446</u>	<u>\$ 74,568</u>	<u>\$ 101,515</u>
City's Covered Payroll	\$ 59,426	\$ 64,830	\$ 70,888	\$ 79,491	\$ 82,613
City's Proportionate Share of the Net OPEB Liability as a Percentage of its Covered Payroll	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	6.11 %	2.50 %	2.08 %	1.49 %	1.79 %

Notes to Schedule:

Changes in Benefit Terms
Changes of Assumptions

None

Based on the procedure described in GASB 75, the discount rate used to measure plan obligations for financial accounting purposes as of June 30, 2021 was updated to equal the Municipal Bond Index Rate as of June 30, 2021;
Expected annual per capita claims costs were updated to better reflect anticipated medical and prescription drug claim experience based on scheduled premium increases through calendar year 2024

Actuarial cost method
Amortization method
Remaining amortization period
Asset valuation method
Investment rate of return
Price inflation

Entry Age
Level percent of payroll over an open period
30 years
Fair value of assets
3.00%, net of investment-related expense including price inflation
2.75%

Notes:

- This schedule is intended to show information for ten years. Additional years' information will be displayed as it becomes available.
- The measurement date is one year earlier than the employer's reporting date

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

GENERAL FUND

The General Fund is the principal fund of the City and is used to account for all activities of the City not included in other specific funds. The General Fund accounts for the normal recurring activities of the City (i.e., police, fire, education, recreation, public works, general government, etc.). These activities are funded principally by property taxes levied on individuals and businesses, and grants from other governmental units.

**CITY OF WATERBURY, CONNECTICUT
BALANCE SHEET
GENERAL FUND
JUNE 30, 2022
(IN THOUSANDS)**

ASSETS

Cash and Cash Equivalents	\$ 6,515
Investments	27,380
Receivables:	
Property Taxes Receivable, Net of an Allowance of \$2,433	4,440
Property Taxes Accrued Interest Receivable, Net of an Allowance of \$2,069	642
Accounts Receivable, Net of an Allowance of \$2,465	1,982
Lease Receivable	8,465
Due from Other Funds	<u>21,164</u>
 Total Assets	 <u><u>\$ 70,588</u></u>

**LIABILITIES, DEFERRED INFLOWS OF
RESOURCES AND FUND BALANCES**

LIABILITIES

Accounts Payable and Accrued Liabilities	\$ 29,816
--	-----------

DEFERRED INFLOWS OF RESOURCES

Unavailable Revenue - Property Taxes	4,563
Unavailable Revenue - Other Receivable	1,459
Lease Receivable	8,428
Advance Property Tax Collections	<u>231</u>
Total Deferred Inflows of Resources	14,681

FUND BALANCES

Unreserved:	
Assigned	3,000
Unassigned	<u>23,091</u>
Total Fund Balances	<u>26,091</u>

Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u><u>\$ 70,588</u></u>
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**CITY OF WATERBURY, CONNECTICUT
REPORT OF TAX COLLECTOR
YEAR ENDED JUNE 30, 2022
(IN THOUSANDS)**

Grand List Year	Combined Uncollected Taxes July 1, 2021	Lawful Corrections		Transfers to Suspend	Discounts Awarded	Adjusted Taxes Collectible	Principal Tax Collections	Tax Refunds	Interest, Liens and Warrants	Total Collections	Uncollected Taxes June 30, 2022 *
		Additions	Deductions								
2020	\$ 263,975	\$ 1,513	\$ 1,290	\$ 3,941	\$ 469	\$ 259,788	\$ 256,643	\$ (531)	\$ 1,027	\$ 257,139	\$ 3,676
2019	2,619	632	142	548	-	2,561	1,651	(247)	363	1,767	1,157
2018	1,271	216	34	1,088	-	365	(18)	(14)	119	87	397
2017	103	12	12	60	-	43	(295)	(5)	47	(253)	343
2016	291	7	7	53	-	238	25	(1)	19	43	214
2015	231	6	8	38	-	191	10	(2)	7	15	183
2014	166	6	7	26	-	139	4	-	4	8	135
2013	153	5	5	31	-	122	3	-	5	8	119
2012	135	6	5	25	-	111	4	-	3	7	107
2011	103	8	6	31	-	74	2	-	3	5	72
2010	116	8	7	37	-	80	-	-	-	-	80
2009	99	8	7	27	-	73	-	-	-	-	73
2008	79	5	6	33	-	45	-	-	-	-	45
2007	13	6	6	11	-	2	-	-	-	-	2
2006	24	-	24	-	-	-	-	-	-	-	-
Total	\$ 269,378	\$ 2,438	\$ 1,566	\$ 5,949	\$ 469	\$ 263,832	\$ 258,029	\$ (800)	\$ 1,597	\$ 258,826	\$ 6,603
Principal Suspend Collections											
Interest Suspend Collections											
Decrease in Overpayment Liability											
Overpayment liability reserve											
Less collection agency fees											
Subtotal											
Property taxes receivable considered available:											
June 30, 2021											
June 30, 2022											
Total											
* Represents total receivable of \$6,873 net of \$270 representing overpayment balances recorded as a liability in the General Fund.											

Note: Per Section 1B-2 of the City Charter, all property taxes becoming due and payable in the City, exclusive of special taxes, assessments, and water charges and sewer charges, shall be subject to a discount of one (1%) percent of the total amount, if claimed by the taxpayer at the time of making payment and if the entire tax is paid in one payment within the first installment collection period.

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special Revenue Funds are established in the City of Waterbury pursuant to State Statutes or local ordinances and resolutions. The criteria for the creation of a Special Revenue Fund are generally the desire or need to conspicuously segregate revenues, which are to be utilized for special and specific purposes, or expenditures incurred for the performance of specific activities, or both.

Fund	Funding Source	Function
Public Safety Grants and Programs	State and federal grants and charges for services	Public safety activities and police services - private duty
Health Grants and Programs	State and federal grants and charges for services	General public assistance programs
Recreational Programs	Charges for services	Recreation Department programs and municipal golf courses
Miscellaneous Grants and Programs	Various	Miscellaneous activities
Special Projects	General Fund transfers	Nonrecurring special purpose projects
Food Service	Sale of food and grants	School lunch and breakfast programs
Silas Bronson Library	Charges for services, contributions and grants	City library operations
Expendable Trust Funds	Trust and investment income	Various specified purposes and activities
Student Activities	Donations and charges for services	Collection and payment of expenses for education extra-curricular activities

Permanent Funds

Permanent funds are used to report resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support the reporting government's programs.

**CITY OF WATERBURY, CONNECTICUT
NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
JUNE 30, 2022
(IN THOUSANDS)**

	Special Revenue											Total Nonmajor Governmental Funds
	Public Safety Grants and Programs	Health Grants and Programs	Recreational Programs	Miscellaneous Grants and Programs	Special Projects	Food Service	Silas Bronson Library	Expendable Trust Funds	Student Activities	Total	Permanent Trust Funds	
ASSETS												
Cash and Cash Equivalents	\$ 1,324	\$ -	\$ -	\$ 2,235	\$ 256	\$ -	\$ 197	\$ 1,316	\$ 518	\$ 6,713	\$ 134	\$ 6,847
Investments	-	-	-	-	-	-	2,269	-	-	2,269	-	2,269
Intergovernmental Receivables	17	944	-	1,381	-	2,163	-	-	-	4,505	-	4,505
Accounts Receivable, Net	630	-	326	7	-	-	-	-	-	963	-	963
Inventory	-	-	-	-	-	622	-	-	-	622	-	622
Total Assets	\$ 1,971	\$ 944	\$ 1,193	\$ 3,623	\$ 256	\$ 2,785	\$ 2,466	\$ 1,316	\$ 518	\$ 15,072	\$ 134	\$ 15,206
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES												
Liabilities:												
Accounts Payable and Accrued Liabilities	\$ 15	\$ 370	\$ 115	\$ 2,268	\$ -	\$ 40	\$ 6	\$ 9	\$ -	\$ 2,823	\$ -	\$ 2,823
Due to Other Funds	-	386	-	-	-	410	-	-	-	796	-	796
Unearned Revenue	-	40	-	-	-	-	18	-	-	58	-	58
Total Liabilities	15	796	115	2,268	-	450	24	9	-	3,677	-	3,677
Deferred Inflows of Resources:												
Unavailable Revenue - Other Receivables	527	-	-	1,381	-	-	-	-	-	1,908	-	1,908
Lease Receivables	-	-	323	-	-	-	-	-	-	323	-	323
Total Deferred Inflows of Resources	527	-	323	1,381	-	-	-	-	-	2,231	-	2,231
Fund Balances:												
Nonspendable	-	-	-	-	-	622	400	-	-	1,022	134	1,156
Restricted	-	-	-	-	-	-	2,042	1,307	518	3,867	-	3,867
Committed	1,429	148	755	(26)	256	1,713	-	-	-	4,275	-	4,275
Total Fund Balances	1,429	148	755	(26)	256	2,335	2,442	1,307	518	9,164	134	9,298
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 1,971	\$ 944	\$ 1,193	\$ 3,623	\$ 256	\$ 2,785	\$ 2,466	\$ 1,316	\$ 518	\$ 15,072	\$ 134	\$ 15,206

**CITY OF WATERBURY, CONNECTICUT
NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
YEAR ENDED JUNE 30, 2022
(IN THOUSANDS)**

	Public Safety Grants and Programs	Health Grants and Programs	Recreational Programs	Miscellaneous Grants and Programs	Special Projects	Food Service	Silas Bronson Library	Expendable Trust Funds	Student Activities	Total	Permanent Trust Funds	Total Nonmajor Governmental Funds
REVENUES												
Intergovernmental	\$ 1,427	\$ 6,179	\$ -	\$ 546	\$ -	\$ 13,067	\$ 3	\$ -	\$ -	\$ 21,222	\$ -	\$ 21,222
Investment Income	-	-	-	-	-	-	(419)	160	-	(259)	1	(258)
Charges for Services	3,266	3	1,806	54	-	100	16	-	-	5,245	-	5,245
Other	-	23	198	43	5	-	21	47	866	1,203	-	1,203
Total Revenues	4,693	6,205	2,004	643	5	13,167	(379)	207	866	27,411	1	27,412
EXPENDITURES												
General Government	-	-	-	2,290	248	-	-	-	-	2,538	-	2,538
Public Safety	4,489	-	-	-	-	-	-	-	-	4,489	-	4,489
Human Services	-	6,107	-	780	-	-	-	-	-	6,887	-	6,887
Education	-	-	-	-	-	10,760	-	37	795	11,592	-	11,592
Culture and Recreation	-	-	1,600	-	-	-	110	108	-	1,818	-	1,818
Total Expenditures	4,489	6,107	1,600	3,070	248	10,760	110	145	795	27,324	-	27,324
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	204	98	404	(2,427)	(243)	2,407	(489)	62	71	87	1	88
OTHER FINANCING SOURCES (USES):												
Transfers In	-	-	50	1,250	268	-	-	-	-	1,568	-	1,568
Transfers Out	(305)	-	-	-	-	-	-	-	-	(305)	-	(305)
Total Other Financing Sources (Uses)	(305)	-	50	1,250	268	-	-	-	-	1,263	-	1,263
NET CHANGE IN FUND BALANCES	(101)	98	454	(1,177)	25	2,407	(489)	62	71	1,350	1	1,351
Fund Balance - July 1, 2021	1,530	50	301	1,151	231	(72)	2,931	1,245	447	7,814	133	7,947
FUND BALANCE - JUNE 30, 2022	\$ 1,429	\$ 148	\$ 755	\$ (26)	\$ 256	\$ 2,335	\$ 2,442	\$ 1,307	\$ 518	\$ 9,164	\$ 134	\$ 9,298

**CITY OF WATERBURY, CONNECTICUT
GENERAL CAPITAL IMPROVEMENT FUND
SCHEDULE OF CHANGES IN PROJECT FUND BALANCES
YEAR ENDED JUNE 30, 2022
(IN THOUSANDS)**

Accounting Unit	Fund Balances July 1, 2021	Capital Grants	Investment Income	Other Income/ Expense	Capital Outlay Expenditures	External Transfers In (Out)	Issuance of Bonds and Notes Payable	Fund Balance June 30, 2022
Capital Projects and Programs:								
WIC & DPW Consolidated Facility	\$ (956)	-	-	-	207	-	1,600	437
Naugatuck River Greenway	(98)	-	-	-	46	-	-	(144)
Train Station Improvements	(42)	-	-	-	36	-	-	(76)
Infrastructure Improvements Brass Mills	301	-	-	-	337	50	-	14
Blight Property Demolition	34	-	-	-	29	(4)	-	1
Roads and Sidewalk Improvement	(379)	-	-	-	13	-	1,000	608
Great Brook Culvert	(137)	-	-	-	-	-	-	(137)
Road Improvements	574	-	2	-	283	-	-	293
FY20 Milling and Paving	-	-	1	-	1,201	-	3,000	1,800
Transit-Oriented Development	21	-	-	-	25	-	-	21
Water/Tiger Transportation Improvement	(1,150)	-	-	285	4,014	-	1,000	110
Greenway Phase I	-	2,575	1	-	-	-	2,000	562
Waterbury Next	36	-	-	-	-	-	-	36
East Main Street - Streetscape	853	-	-	-	2,640	-	-	476
Phase I 698 S. Main	(2,787)	2,263	-	-	16	4	2,800	1
Prospect St. Parking	(228)	-	-	-	1,494	-	2,000	278
Demolition - Blight Property	(446)	-	-	-	385	-	1,000	169
DECD Demo 130 Freight St.	(2)	1,176	-	-	1,174	-	-	-
FY 22 Demolition	-	-	-	-	204	-	500	296
American Rescue Plan Act	-	3,591	-	-	3,591	-	-	-
Library PK Renovation	164	-	-	-	76	-	-	88
Traffic Signals	(11)	-	-	-	366	-	-	(11)
E. Liberty Bridge	(2,779)	-	-	-	38	-	2,300	(845)
CMAQ Downtown System Upgrade	(165)	194	-	-	-	-	-	(9)
Safe Route to School	(70)	-	-	-	-	-	-	(70)
West Main Street Sidewalks	-	373	-	-	373	-	-	-
Local Capital Improvement Program	2,428	1,065	-	-	1,042	-	-	2,451
Municipal Revenue Sharing	(2,168)	3,850	-	-	2,220	-	-	(538)
Elevators City Building	11,114	4,436	-	-	5,869	-	-	9,681
DOT Traffic Safety Improvement	(62)	-	2	-	21	-	3,000	2,919
Police Headquarters Improvements	(6)	-	-	-	-	-	-	(6)
COVID Emergency Response Grant	32	-	-	-	53	-	-	32
PM Radios	-	53	-	-	-	-	-	-
Capital Budget	-	-	1	-	248	-	2,500	2,253
Vehicle Replacement Fund	22,168	435	-	336	5,267	10,899	-	28,571
Town Clerk - Public Act	6,472	-	-	133	758	2,429	-	8,276
Technology HRIS/Payroll Project	152	-	-	33	16	-	-	169
Extraction Equipment	76	-	-	-	-	-	-	75
Assistance to Firefighters - Equipment	4	-	-	-	-	-	-	4
Fire Truck 2	11	117	-	-	129	-	-	(1)
Fire Engine 7	(996)	-	-	-	14	2	1,000	-
Fire Stations	(602)	-	-	-	78	15	600	(1)
AFG EMS Equipment	-	217	1	-	239	25	1,300	1,223
AFG Fire Officer Training	-	23	-	-	74	19	-	3
AFG Fire on Scene Emergency Management	-	-	-	-	-	7	-	(32)
Municipal Stadium Grandstand	(1,109)	-	-	-	15	-	1,200	76
Fulton Ponds	(106)	144	-	-	39	-	-	(1)
Schofield Park - NOW	3	-	-	-	-	-	-	3
Mill Street Park	-	119	-	-	119	-	-	-
Golf Equipment	(109)	-	-	-	747	-	1,200	344
Total	\$ 30,035	\$ 20,631	\$ 8	\$ 787	\$ 33,503,000	\$ 13,446	\$ 28,000	\$ 59,404

**CITY OF WATERBURY, CONNECTICUT
EDUCATION CAPITAL IMPROVEMENT FUND
SCHEDULE OF CHANGES IN PROJECT FUND BALANCES
YEAR ENDED JUNE 30, 2022
(IN THOUSANDS)**

Accounting Unit	Fund Balance July 1, 2021	Capital Grants	Investment Income	Other Income	Capital Outlay Expenditures	Internal Transfers In (Out)	External Transfers In (Out)	Issuance of Bonds and Notes Payable	Fund Balance June 30, 2022
Capital Projects and Programs:									
Carrington Elementary School	\$ (90)	-	-	\$ -	10	(1,238)	-	1,750	\$ 412
Waterbury Career Academy	(482)	-	-	-	14	(3,917)	-	2,400	(2,013)
Wallace Middle School	(29)	-	-	-	5	(739)	-	850	77
Kennedy High School Additions & Alterations	(57)	-	-	-	6	(1,019)	-	1,000	(82)
Crosby Field and Track	(66)	-	-	-	(117)	-	-	-	51
West Side Roof	(374)	-	-	-	4	(342)	-	600	(120)
Elevators (Sprague, Chase, Kingsbury, Hopeville)	(858)	-	-	-	7	(286)	-	1,150	(1)
Elevators (Bunker Hill, Washington)	(5)	-	-	-	49	-	-	-	(54)
Wendell Cross School	(28,148)	4,649	-	-	5,062	11,220	-	11,750	(5,591)
Generali Roof	(11)	-	-	-	397	-	-	300	(108)
Tinker School Roof	125	-	-	-	-	-	-	-	125
School Building Maintenance Program	19	-	-	-	-	-	-	-	19
New Elementary School #1 - Duggan	1,174	-	-	-	-	(1,451)	-	-	(277)
New Elementary School #2 - Reed	(103)	-	-	-	-	(2,161)	-	2,200	(64)
New Elementary School #3 - Gilmartin	(8)	-	-	-	-	(67)	-	-	(75)
Total	\$ (28,913)	\$ 4,649	\$ -	\$ -	\$ 5,437	\$ -	\$ -	\$ 22,000	\$ (7,701)

INTERNAL SERVICE FUNDS

INTERNAL SERVICE FUNDS

Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other government units, on a cost-reimbursement basis.

Health Benefits - A fund to account for the receipt of General Fund, employee and retiree contributions to pay health insurance claims and to purchase administrative services for the City's health care plans.

General Liability - To account for the receipt of General Fund contributions to fund general and auto liability claims.

Workers' Compensation - Accounts for the receipt of General Fund contributions to fund incurred Workers' Compensation claims.

Heart and Hypertension - To account for the receipt of General Fund contributions to fund heart and hypertension claims and settlements.

CITY OF WATERBURY, CONNECTICUT
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF NET POSITION
JUNE 30, 2022
(IN THOUSANDS)

	Health Benefits	General Liability	Workers' Compensation	Heart and Hypertension	Total
ASSETS					
Cash and Cash Equivalents	\$ 4,949	\$ 102	\$ 1,793	\$ 130	\$ 6,974
Investments	22,613	4,974	30,305	7,807	65,699
Receivables - Other	1,504	10	-	-	1,514
Prepaid Expenses	235	-	-	-	235
Total Assets	29,301	5,086	32,098	7,937	74,422
LIABILITIES					
Current:					
Accounts Payable	28	34	57	-	119
Due to Other Funds	-	774	-	37	811
Risk Management Claim Liabilities:					
Current	8,514	981	8,902	1,460	19,857
Noncurrent	-	2,288	17,518	5,624	25,430
Total Liabilities	8,542	4,077	26,477	7,121	46,217
NET POSITION					
Unrestricted	\$ 20,759	\$ 1,009	\$ 5,621	\$ 816	\$ 28,205

CITY OF WATERBURY, CONNECTICUT
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
YEAR ENDED JUNE 30, 2022
(IN THOUSANDS)

	Health Benefits	General Liability	Workers' Compensation	Heart and Hypertension	Total
OPERATING REVENUES					
Employer Premiums	\$ 88,444	\$ 2,442	\$ 7,121	\$ 1,000	\$ 99,007
Charges for Services	15,458	-	-	-	15,458
Other	11,287	20	30	-	11,337
Total Operating Revenues	115,189	2,462	7,151	1,000	125,802
OPERATING EXPENSES					
Benefits, Claims, and Administration:					
Paid	113,367	4,172	8,093	1,327	126,959
Claims Incurred Reported/Unreported	1,791	(22)	418	1,019	3,206
Total Operating Expenses	115,158	4,150	8,511	2,346	130,165
OPERATING INCOME (LOSS)	31	(1,688)	(1,360)	(1,346)	(4,363)
NONOPERATING INCOME (LOSS)					
Investment Loss	(2,885)	(532)	(3,524)	(848)	(7,789)
CHANGE IN NET POSITION	(2,854)	(2,220)	(4,884)	(2,194)	(12,152)
Total Net Position - July 1, 2021	23,613	3,229	10,505	3,010	40,357
TOTAL NET POSITION - JUNE 30, 2022	<u>\$ 20,759</u>	<u>\$ 1,009</u>	<u>\$ 5,621</u>	<u>\$ 816</u>	<u>\$ 28,205</u>

**CITY OF WATERBURY, CONNECTICUT
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2022
(IN THOUSANDS)**

	Health Benefits	General Liability	Workers' Compensation	Heart and Hypertension	Total
CASH FLOWS FROM OPERATING ACTIVITIES					
Employer Premiums	\$ 88,444	\$ 2,442	\$ 7,121	\$ 1,000	\$ 99,007
Cash Received from Users and Other	26,790	10	30	-	26,830
Cash Paid to Suppliers and Other	(113,428)	(3,465)	(8,085)	(1,290)	(126,268)
Net Cash Provided (Used) by Operating Activities	1,806	(1,013)	(934)	(290)	(431)
CASH FLOWS FORM INVESTING ACTIVITIES					
Dividend Income	544	129	761	199	1,633
Purchases of Investments	(14,283)	(102)	(4,622)	(169)	(19,176)
Net Cash Provided (Used) by Investing Activities	(13,739)	27	(3,861)	30	(17,543)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(11,933)	(986)	(4,795)	(260)	(17,974)
Cash and Cash Equivalents - July 1, 2021	16,882	1,088	6,588	390	24,948
CASH AND CASH EQUIVALENTS - JUNE 30, 2022	<u>\$ 4,949</u>	<u>\$ 102</u>	<u>\$ 1,793</u>	<u>\$ 130</u>	<u>\$ 6,974</u>
RECONCILIATIONS OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:					
Operating Income (Loss)	\$ 31	\$ (1,688)	\$ (1,360)	\$ (1,346)	\$ (4,363)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:					
Increase (Decrease) in Receivables	44	(10)	-	-	34
Increase (Decrease) in Prepaid Expenses	61	-	-	-	61
Increase (Decrease) in Due to/from Other Funds	-	774	-	37	811
Increase (Decrease) in Accounts Payable	(6)	(67)	8	-	(65)
Increase (Decrease) in Risk Management Claim Liabilities	1,676	(22)	418	1,019	3,091
Total adjustments	1,775	675	426	1,056	3,932
Net Cash Provided (Used) by Operating Activities	<u>\$ 1,806</u>	<u>\$ (1,013)</u>	<u>\$ (934)</u>	<u>\$ (290)</u>	<u>\$ (431)</u>
NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES					
Net Decrease in Value of Investments	<u>\$ (3,429)</u>	<u>\$ (661)</u>	<u>\$ (4,285)</u>	<u>\$ (1,047)</u>	<u>\$ (9,422)</u>

SUPPLEMENTARY DATA

CITY OF WATERBURY, CONNECTICUT
SCHEDULE OF CHANGES IN BONDS AND SERIAL NOTES
YEAR ENDED JUNE 30, 2022
(IN THOUSANDS)

Description	Date of Issue	Date of Maturity	Interest Rates (%)	Amount of Original Issue	Balance Outstanding July 1, 2021	Issued	Retired	Balance Outstanding June 30, 2022
Governmental Activities:								
General Purpose:								
Refunding Bond - Special Capital Reserves	02/15/07	02/15/22	3.8-4.5	\$ 27,055	\$ 5,060	-	\$ 5,060	\$ -
Waterbury Industrial Commons	12/05/13	12/01/24	1.2-4.6	10,000	4,000	-	1,000	3,000
Waterbury Industrial Commons	12/02/15	08/01/24	1.2-4.6	7,000	4,000	-	1,000	3,000
Capital Acquisition & Infrastructure Improvements	12/02/15	08/01/35	3.0-5.0	13,000	12,580	-	140	12,440
Refunding Bond 11/28/2017 on 2009 Bonds	11/28/17	09/01/29	3.0-5.0	9,332	6,351	-	843	5,508
Capital Acquisition & Infrastructure Improvements	11/28/17	11/15/47	3.0-5.0	43,000	38,905	-	1,365	37,540
Refunding Bond 2/11/2020 on 2010 Bonds	02/11/20	09/01/30	4.0	24,480	23,140	-	1,720	21,420
Refunding Bond 2/11/2020 on (2011, 2012 & 2013) Bonds	02/11/20	09/01/33	1.7-2.7	24,185	23,054	-	1,161	21,893
Capital Acquisition & Infrastructure Improvements	02/11/20	02/01/45	4.0-5.0	50,000	48,000	-	2,000	46,000
Capital Acquisition & Infrastructure Improvements	06/15/22	08/01/37	5.0	28,000	-	28,000	-	28,000
Total					165,090	28,000	14,289	178,801
Schools:								
School Construction	12/02/15	08/01/35	3.0-5.0	10,000	9,670	-	110	9,560
Refunding Bond 11/28/2017 on 2009 Bonds	11/28/17	09/01/29	3.0-5.0	4,433	3,384	-	337	3,047
School Construction	11/28/17	11/15/47	3.0-5.0	5,000	4,490	-	170	4,320
Refunding Bond 2/11/2020 on (2011, 2012 & 2013) Bonds	02/11/20	09/01/37	1.7-3.0	28,220	26,839	-	1,463	25,376
School Construction	06/15/22	08/01/37	5.0	22,000	-	22,000	-	22,000
Total					44,383	22,000	2,080	64,303
Pension Deficit:								
Pension Obligation Bonds	09/17/09	12/01/38	2.7-7.1	313,145	215,200	-	11,200	204,000
Total General Government Bond Indebtedness					424,673	50,000	27,569	447,104
Business-Type Activities:								
Utility Administrative Division:								
Financial Management System	11/28/17	11/15/27	3.0-5.0	700	490	-	70	420
Bureau of Water:								
Infrastructure Improvements	11/28/17	11/15/37	3.0-5.0	1,300	1,105	-	65	1,040
Refunding Bond 2/11/2020 on (2011 & 2012) Bonds	02/11/20	09/01/30	1.7-2.5	1,945	1,745	-	136	1,609
Infrastructure Improvements	02/11/20	02/01/45	4.0-5.0	5,000	4,959	-	200	4,759
DWSRF#2017-7052**	05/31/18	05/31/38	2.0	953	738	-	42	696
DWSRF#2019-7060**	09/30/20	03/31/40	2.0	2,570	2,489	-	111	2,378
Total					11,036	-	554	10,482
Bureau of Waste Water Treatment:								
Infrastructure Improvements	06/15/22	08/01/37	5.0	10,000	-	10,000	-	10,000
Clean Water Act*	10/30/02	04/30/22	2.0	11,547	574	-	574	-
Clean Water Act*	11/30/03	04/30/23	2.0	2,424	270	-	146	124
Clean Water Act*	05/30/04	04/30/23	2.0	2,953	336	-	181	155
Clean Water Act*	11/30/05	04/30/23	2.0	544	66	-	36	30
Clean Water Act*	11/30/20	07/31/40	2.0	15,458	15,082	-	656	14,426
Total					16,328	10,000	1,593	24,735
Total Business-Type Bond and Serial Note Indebtedness					27,854	10,000	2,217	35,637
Total Bond and Serial Notes Indebtedness - Primary Government					\$ 452,527	\$ 60,000	\$ 29,786	\$ 482,741

* State of Connecticut serial notes payable - Clean Water Act

** State of Connecticut serial note payable - Drinking Water Special Revolving Fund

STATISTICAL SECTION

STATISTICAL SECTION INFORMATION

The objectives of statistical section information are to provide financial statement users with additional historical perspective, context and detail to assist in using the information in the financial statements, notes to financial statements and required supplementary information to understand and assess economic condition.

Statistical section information is presented in the following categories:

- *Financial trends information* is intended to assist users in understanding and assessing how financial position has changed over time.
- *Revenue capacity information* is intended to assist users in understanding and assessing the factors affecting the ability to generate *own-source revenues* (property taxes, charges for services, etc.).
- *Debt capacity information* is intended to assist users in understanding and assessing debt burden and the ability to issue additional debt.
- *Demographic and socio-economic information* is intended 1) to assist users in understanding the socioeconomic environment and 2) to provide information which facilitates comparisons of financial statement information over time and among governments.
- *Operating information* is intended to provide contextual information about operations and resources to assist readers in using financial statement information to understand and assess economic condition.

The accompanying tables are presented in the order outlined above. Refer to the Table of Contents for applicable page number locations.

Sources: Unless otherwise noted, the information in the tables is derived from the comprehensive annual financial reports for the relevant year.

CITY OF WATERBURY, CONNECTICUT
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
 (IN THOUSANDS)
 (UNAUDITED)

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Governmental Activities:										
Net Investment in Capital Assets	\$ 474,602	\$ 500,062	\$ 468,330	\$ 512,206	\$ 497,446	\$ 494,918	\$ 487,171	\$ 494,650	\$ 454,555	\$ 446,299
Restricted	5,023	5,017	3,483	3,168	3,141	2,667	2,588	2,422	2,360	2,235
Unrestricted	(1,357,616)	(1,410,886)	(1,406,414)	(1,436,292)	(1,401,570)	(783,540)	(737,738)	(720,389)	(281,861)	(260,076)
Total Governmental Activities Net Position	(877,991)	(905,807)	(934,601)	(920,918)	(900,983)	(285,955)	(247,979)	(223,317)	175,054	188,458
Business-Type Activities:										
Net Investment in Capital Assets	162,052	164,723	166,521	176,515	146,980	146,384	144,101	141,909	139,056	134,717
Unrestricted	(2,834)	(2,078)	(2,791)	(20,130)	(13,513)	10,525	11,864	15,689	25,804	30,014
Total Business-Type Activities Net Position	159,218	162,645	163,730	156,385	133,467	156,909	155,965	157,598	164,860	164,731
Primary Government:										
Net Investment in Capital Assets	636,654	664,785	634,851	688,721	644,426	641,302	631,272	636,559	593,611	581,016
Restricted	5,023	5,017	3,483	3,168	3,141	2,667	2,588	2,422	2,360	2,235
Unrestricted (Deficit)	(1,360,450)	(1,412,964)	(1,409,205)	(1,456,422)	(1,415,083)	(773,015)	(725,874)	(704,700)	(256,057)	(230,062)
Total Primary Government Net Position	\$ (718,773)	\$ (743,162)	\$ (770,871)	\$ (764,533)	\$ (767,516)	\$ (129,046)	\$ (92,014)	\$ (65,719)	\$ 339,914	\$ 353,189

NOTES:

- (1) Schedule prepared on the accrual basis of accounting.
 (2) 2015 Unrestricted (deficit) accounts for the elimination of a net pension asset of \$232,448 per GASB No. 27 and new recording of a net pension liability of \$188,952 per GASB No. 68.
 (3) 2018 Unrestricted (deficit) accounts for new recording of a total OPEB liability of \$942,807 per GASB No. 75.

TABLE 2

CITY OF WATERBURY, CONNECTICUT
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
(IN THOUSANDS)
(UNAUDITED)

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
EXPENSES										
Governmental Activities:										
General Government										
Public Works	\$ 131,855	\$ 113,468	\$ 121,429	\$ 121,886	\$ 118,011	\$ 122,985	\$ 129,249	\$ 128,749	\$ 127,586	\$ 117,929
Public Safety	42,255	35,622	35,206	29,545	27,182	30,799	28,854	27,721	28,265	26,803
Development And Community Affairs	68,380	70,054	81,827	75,737	67,997	74,219	62,895	60,538	62,313	57,601
Human Services	4,401	1,825	3,319	3,613	3,590	3,187	4,399	4,118	3,785	3,785
Education	16,056	14,482	11,486	7,076	8,149	7,516	7,312	6,714	6,873	6,826
Culture And Recreation	303,713	368,057	333,025	284,937	311,400	314,213	284,774	272,121	272,224	256,396
Interest On Long-Term Debt	6,065	6,470	6,272	6,085	5,380	5,938	8,061	6,115	5,626	5,496
Total Governmental Activities	20,737	21,628	23,482	25,273	25,762	26,154	26,437	26,430	28,153	27,122
Expenses	593,462	631,606	616,046	554,152	567,471	585,011	551,981	532,506	534,901	501,958
Business-Type Activities:										
Bureau of Water	14,728	12,528	11,368	12,677	11,666	12,071	13,219	12,944	11,449	11,813
Water Pollution Treatment	22,149	18,991	18,305	15,124	15,777	16,363	16,892	15,747	16,997	14,843
Utility Administrative Division	2,568	2,606	2,450	2,155	2,431	2,367	2,294	2,170	2,106	1,975
Total Business-Type Activities	39,445	34,125	32,123	29,956	29,874	30,801	32,405	30,861	30,552	28,631
Expenses	632,907	665,731	648,169	584,108	597,345	615,812	584,386	563,367	565,453	530,589
Total Expenses										
PROGRAM REVENUES										
Governmental Activities:										
Charges for Services:										
General Government	6,182	5,944	4,886	3,292	3,257	3,013	2,597	2,344	2,277	1,859
Public Works	512	480	429	380	391	457	1,457	425	335	329
Public Safety	4,247	4,380	4,476	4,466	4,038	4,126	3,920	4,109	4,189	4,483
Development and Community Affairs	1,756	1,885	1,452	1,636	1,536	2,110	1,881	1,313	1,298	1,071
Human Services	170	147	173	172	190	171	208	176	183	201
Education	239	165	316	452	472	545	368	418	897	1,054
Culture And Recreation	1,894	1,872	1,600	1,328	1,520	1,511	1,609	1,503	1,516	1,566
Operating Grants and Contributions	278,233	327,443	270,988	230,314	255,696	250,803	239,201	229,515	229,056	212,032
Capital Grants and Contributions	45,302	21,731	25,700	4,348	22,345	8,867	16,870	23,957	29,315	63,753
Total Governmental Activities Program	338,535	364,047	310,020	246,388	289,445	271,603	268,111	263,760	269,066	286,348
Revenues										
Business-Type Activities:										
Charges for Services:										
Bureau of Water	13,330	13,081	12,577	12,926	12,794	13,064	11,896	12,380	11,565	11,825
Waste Treatment	20,847	20,582	19,609	20,279	17,515	17,233	17,485	17,086	16,744	17,151
Capital Grants and Contributions	1,331		6,598	18,676	791	654	690	1,005	1,593	5,712
Total Business-Type Activities Program	35,508	33,663	38,784	51,881	31,100	30,951	30,071	30,471	29,902	34,688
Revenues										
Total Program Revenues	374,043	397,710	348,804	298,269	320,545	302,554	298,182	294,231	298,968	321,036

(115)

TABLE 2
(CONTINUED)

**CITY OF WATERBURY, CONNECTICUT
CHANGES IN NET POSITION (CONTINUED)
LAST TEN FISCAL YEARS
(IN THOUSANDS)
(UNAUDITED)**

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
NET (EXPENSE) REVENUE										
Governmental Activities	\$ (254,927)	\$ (267,559)	\$ (306,026)	\$ (307,764)	\$ (307,764)	\$ (278,026)	\$ (313,408)	\$ (283,870)	\$ (268,746)	\$ (265,835)
Business-Type Activities	(3,937)	(462)	6,661	21,925	21,925	1,226	150	(2,334)	(390)	(650)
Total Net Cost of Services	(258,864)	(268,021)	(299,365)	(285,839)	(285,839)	(276,800)	(313,258)	(286,204)	(269,136)	(266,485)
GENERAL REVENUES AND OTHER										
CHANGES IN NET POSITION										
Governmental Activities:										
Property Taxes	259,410	258,655	256,256	252,622	242,715	236,448	238,060	236,121	226,931	221,934
Grants and Contributions Not Restricted to Specific Programs	29,226	26,438	26,461	26,837	29,436	34,095	17,730	18,610	17,359	21,982
Unrestricted Investment Earnings	(7,703)	8,441	6,204	4,344	3,004	3,348	2,118	1,878	7,373	5,333
Other General Revenues	1,810	1,150	3,422	4,026	2,176	1,541	1,300	1,237	768	772
Transfers In	-	1,100	-	-	-	-	-	-	-	-
Total Governmental Activities	282,743	295,784	292,343	287,829	277,331	275,432	259,208	257,846	252,431	250,021
Business-Type Activities:										
Unrestricted Investment Earnings	14	7	119	175	118	53	35	26	26	40
Other General Revenues	496	470	565	818	906	741	666	579	756	1,311
Transfers Out	-	(1,100)	-	-	-	-	-	-	-	-
Total Business-Type Activities	510	(623)	684	993	1,024	794	701	605	782	1,351
Total General Revenues and Other Changes In Net Position	283,253	295,161	293,027	288,822	278,355	276,226	259,909	258,451	253,213	251,372
CHANGES IN NET POSITION										
Governmental Activities	27,816	28,225	(13,683)	(19,935)	(30,433)	(2,594)	(54,200)	(26,024)	(16,315)	(15,814)
Business-Type Activities	(3,427)	(1,085)	7,345	22,918	22,949	2,020	851	(1,729)	392	701
Total	24,389	27,140	\$ (6,338)	\$ 2,983	\$ (7,484)	\$ (574)	\$ (53,349)	\$ (27,753)	\$ (15,923)	\$ (15,113)

Notes:

(1) Schedule prepared on the accrual basis of accounting.

CITY OF WATERBURY, CONNECTICUT
FUND BALANCES – GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(IN THOUSANDS)
(UNAUDITED)

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
General Fund:										
Assigned	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Unassigned	23,091	22,045	21,042	20,584	20,425	20,090	19,661	19,635	19,462	19,422
Total General Fund	<u>\$ 26,091</u>	<u>\$ 25,045</u>	<u>\$ 24,042</u>	<u>\$ 23,584</u>	<u>\$ 23,425</u>	<u>\$ 23,090</u>	<u>\$ 22,661</u>	<u>\$ 22,635</u>	<u>\$ 22,462</u>	<u>\$ 22,422</u>
All Other Governmental Funds:										
Nonspendable	\$ 1,156	\$ 794	\$ 968	\$ 634	\$ 733	\$ 252	\$ 319	\$ 314	\$ 434	\$ 417
Restricted	3,867	4,223	2,951	2,637	2,614	2,543	5,370	2,277	17,161	9,035
Committed	64,603	33,812	37,125	14,904	17,909	13,164	15,616	8,847	8,242	8,144
Assigned	18,448	15,937	46,102	22,343	15,555	62,252	18,800	30,970	53,524	57,715
Unassigned	(7,701)	(28,913)	(36,550)	(51,526)	(30,296)	(79,189)	(23,723)	(48,205)	(64,175)	(66,879)
Total All Other Governmental Funds	<u>\$ 80,373</u>	<u>\$ 25,853</u>	<u>\$ 50,596</u>	<u>\$ (11,008)</u>	<u>\$ 6,515</u>	<u>\$ (978)</u>	<u>\$ 16,382</u>	<u>\$ (5,797)</u>	<u>\$ 15,186</u>	<u>\$ 8,432</u>

Notes:

(1) Schedule prepared on the modified accrual basis of accounting.

CITY OF WATERBURY, CONNECTICUT
CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(IN THOUSANDS)
(UNAUDITED)

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
REVENUES										
Property Taxes	\$ 259,868	\$ 260,901	\$ 255,378	\$ 252,733	\$ 243,479	\$ 238,981	\$ 238,780	\$ 237,112	\$ 230,789	\$ 224,710
Intergovernmental	342,578	316,717	298,203	276,538	267,084	290,035	266,498	265,901	269,282	292,101
Investment Income	90	1,229	1,589	1,682	1,170	932	575	587	637	588
Charges For Services	15,187	13,937	13,466	12,343	11,754	12,207	11,574	10,981	10,899	11,161
Reimbursements	9,641	10,008	9,274	10,011	10,757	12,866	13,365	12,213	12,162	12,111
Other	3,137	3,679	6,118	7,135	4,553	3,188	5,901	3,682	3,886	2,744
Total Revenues	630,501	606,471	584,028	560,442	538,797	558,209	536,693	530,476	527,665	543,415
EXPENDITURES										
General Government	13,537	10,717	9,835	9,668	9,814	9,583	9,739	9,724	9,721	9,733
Public Works	19,402	19,140	18,132	18,392	17,853	17,218	17,066	17,982	17,671	18,755
Public Safety	61,470	59,996	57,873	56,588	54,278	52,476	49,384	49,747	49,360	47,375
Development And Community Affairs	5,339	5,142	4,039	3,535	3,468	4,099	4,511	5,223	5,866	5,004
Human Services	15,784	14,921	10,911	6,677	7,778	7,254	6,299	6,193	6,877	6,775
Education	305,092	292,897	278,801	282,485	288,348	285,044	282,132	252,255	252,474	237,049
Culture And Recreation	3,554	3,665	3,623	3,610	3,711	3,943	3,762	3,813	3,684	3,766
General Financial	116,057	116,298	116,236	117,824	112,428	117,842	110,549	110,280	102,307	101,947
Capital Outlay	38,940	58,114	32,463	27,241	60,076	28,996	37,248	49,408	53,022	91,713
Debt Service:										
Principal	27,569	26,412	26,039	25,522	24,088	22,104	21,398	20,193	20,669	19,809
Interest	23,096	24,578	23,810	26,264	26,319	26,581	25,796	26,468	26,557	26,295
Total Expenditures	629,840	631,880	581,762	577,806	588,161	575,140	547,864	551,286	548,208	568,221
EXCESS (DEFICIENCY) OF REVENUES UNDER EXPENDITURES	661	(25,409)	2,266	(17,364)	(49,364)	(16,931)	(11,191)	(20,810)	(20,543)	(24,806)
OTHER FINANCING SOURCES (USES)										
Transfers In	64,287	71,284	61,748	51,143	50,640	51,677	49,542	49,596	50,096	48,720
Transfers Out	(64,287)	(70,184)	(61,748)	(51,143)	(50,640)	(51,677)	(49,542)	(49,596)	(50,096)	(48,720)
Bonds Issued	50,000	-	50,000	-	48,000	-	30,000	-	26,500	-
Bond Premium	4,905	-	13,262	-	8,391	-	3,396	-	1,859	-
Refunding Bonds Issued	-	-	76,885	-	13,765	-	-	-	10,776	-
Refunding Bonds - Payment to Refunding Bond Escrow Agent	-	-	(80,275)	-	(15,487)	-	-	-	(11,798)	-
Issuance of Notes Payable	-	-	-	-	2,523	-	-	-	-	-
Total Other Financing Sources	54,905	1,100	59,872	-	57,192	-	33,396	-	27,337	-
NET CHANGE IN FUND BALANCES	55,566	(24,309)	62,138	(17,364)	7,828	(16,931)	22,205	(20,810)	6,794	(24,806)
Fund Balances - Beginning	50,898	75,207	13,069	29,940	22,112	39,043	16,838	37,648	30,854	55,660
FUND BALANCES - ENDING	\$ 106,464	\$ 50,898	\$ 75,207	\$ 12,576	\$ 29,940	\$ 22,112	\$ 39,043	\$ 16,838	\$ 37,648	\$ 30,854
Debt Service as a % of Noncapital Expenditures	8.4%	8.8%	9.1%	9.7%	9.1%	8.8%	9.1%	9.3%	9.5%	9.7%

Notes:

- (1) Schedule prepared on the modified accrual basis of accounting.
(2) Beginning fund balance restated in 2020 to account for GASB No. 84.

CITY OF WATERBURY, CONNECTICUT
ASSESSED VALUE AND ESTIMATED ACTUAL OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS
(IN THOUSANDS)
(UNAUDITED)

Fiscal Year	Grand List	Real Property			Personal Property	Motor Vehicle	Gross Taxable Grand List	Less: Tax Exempt Property	Net Taxable Grand List	Estimated Actual Taxable Value	Taxable Assessed	
		Residential & Apartments	Commercial, Utility & Industrial	Value as a Percentage of Actual Taxable							Total Direct Rate	
2022	2020	\$ 2,312,495	\$ 1,232,529	\$ 756,204	\$ 493,301	\$ 4,794,529	\$ 342,354	\$ 4,452,175	\$ 6,360,250	70%	60.21	
2021	2019	2,308,778	1,214,706	732,683	473,377	4,729,544	254,494	4,475,050	6,392,929	70	60.21	
2020	2018	2,318,647	1,199,621	709,399	457,668	4,685,335	349,529	4,335,806	6,194,009	70	60.21	
2019	2017	2,319,162	1,189,238	665,692	454,513	4,628,605	356,790	4,271,815	6,102,593	70	60.21	
2018	2016	2,352,711	940,475	613,688	445,537	4,352,411	202,005	4,150,406	5,929,151	70	60.21	
2017	2015	2,349,817	942,557	656,741	415,600	4,364,715	270,934	4,093,781	5,848,259	70	60.21	
2016	2014	2,354,900	949,937	649,148	401,151	4,355,136	280,288	4,074,848	5,821,211	70	58.22	
2015	2013	2,341,770	984,424	462,341	401,208	4,189,743	178,221	4,011,522	5,730,746	70	58.22	
2014	2012	2,342,246	985,919	489,318	390,456	4,207,939	191,507	4,016,432	5,737,760	70	56.98	
2013	2011	3,357,455	1,294,819	482,923	389,413	5,524,610	216,808	5,307,802	7,582,574	70	41.82	

Source: City of Waterbury, Assessor's Office, M-13 Report

Notes:

- (1) 2017 & 2012 Real property grand lists are adjusted to reflect statutory revaluation
(2) Assessed Value is 70% of Estimated Actual Value

**CITY OF WATERBURY, CONNECTICUT
PRINCIPAL PROPERTY TAXPAYERS
OCTOBER 1, 2020 AND OCTOBER 1, 2011
(IN THOUSANDS)
(UNAUDITED)**

Taxpayer	Nature of Business	October 1, 2020			October 1, 2011		
		Net Taxable Assessed Value	Rank	Percentage of Total City Net Taxable Assessed Value	Net Taxable Assessed Value	Rank	Percentage of Total City Net Taxable Assessed Value
Yankee Gas Company	Utility	\$ 181,270	1	4.07 %	\$ 61,934	3	1.17 %
Conn. Light & Power Co.	Utility	117,620	2	2.64	75,339	2	1.42
Brass Mill Center Mall LLC	Retail	73,377	3	1.65	117,132	1	2.21
MPT Of Waterbury PMH LLC	Hospital	54,979	4	1.23			
Waterbury Generation, LLC	Power Generation	43,388	5	0.97	12,675	10	0.24
BH Premium Quality Waterbury LLC	Retail	35,834	6	0.80			
Prospect Waterbury Inc	Healthcare	23,076	7	0.52			
Brass Mill Commons LLC	Retail	20,076	8	0.45			
Post University	Higher Education	17,132	9	0.38			
Brixmore GA Waterbury LLC	Retail	16,498	10	0.37			
DDRTC Naugatuck Valley SC LLC	Retail				40,600	4	0.76
Yankee Gas Company	Utility				37,049	5	0.70
Centro GA Waterbury LLC	Retail				18,044	6	0.34
Waterbury VF LLC	Retail				16,596	7	0.31
TJ Waterbury LLC	Hospitality				13,215	8	0.25
Costco Wholesale Corp	Big Box Retail				12,834	9	0.24
Total		\$ 583,250		13.10 %	\$ 405,418		7.64 %

Source: City of Waterbury Assessor's Office

During the last ten years real property grand list statutory revaluations were performed in 2012 and then in 2017 (fiscal year 2019).

**CITY OF WATERBURY, CONNECTICUT
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
(IN THOUSANDS)
(UNAUDITED)**

Fiscal Year Ended June 30,	Grand List Year	Net Taxable Grand List	Mill Rate	Original Tax Levy	Current Adjusted Tax Levy	Collected Within the Fiscal Year of Levy		Tax Collections in Subsequent Years	Total Collections To Date	
						Amount	Percentage of Original Levy		Amount	Percentage of Adjusted Levy
2022	2020	\$ 4,452,175	60.21	\$ 263,975	\$ 259,788	\$ 256,112	97.02 %	\$ -	\$ 256,112	98.59 %
2021	2019	4,475,050	60.21	264,769	254,576	252,015	95.18	1,404	253,419	99.55
2020	2018	4,335,806	60.21	256,956	251,721	248,284	96.63	3,040	251,324	99.84
2019	2017	4,271,815	60.21	252,797	248,328	246,060	97.34	1,925	247,985	99.86
2018	2016	4,150,406	60.21	241,203	240,326	237,668	98.53	2,444	240,112	99.91
2017	2015	4,093,781	60.21	239,100	235,264	232,992	97.45	2,089	235,081	99.92
2016	2014	4,074,848	58.22	240,019	234,517	232,813	97.00	1,569	234,382	99.94
2015	2013	4,011,522	58.22	234,864	230,508	228,808	97.42	1,581	230,389	99.95
2014	2012	4,016,432	56.98	231,573	223,595	221,936	95.84	1,552	223,488	99.95
2013	2011	5,307,802	41.82	223,854	217,735	214,662	95.89	3,001	217,663	99.97

Notes:

- (1) 2017 & 2012 Real property grand list is adjusted to reflect statutory revaluation.
(2) Collections on amounts transferred into suspense in the first year of levy and subsequent years are not included in reported collections.

CITY OF WATERBURY, CONNECTICUT
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS
(IN THOUSANDS)
(UNAUDITED)

Fiscal Year	Governmental Activities					Business-Type Activities										Ratio of Net Bonded Debt to Taxable Assessed Value	Total Debt Per Capita	Net Bonded Debt Per Capita								
	General Obligation Bonds					General Obligation Bonds		General Obligation Bonds & Utility Admin. Division		Unamortized Bond Premiums		Notes Payable		General Obligation Bonds & DWSRF Notes Water Enterprise					General Obligation Bonds & CWF Notes Sewer Enterprise		Unamortized Bond Premiums		Capital Leases			
	General Purpose	Schools	Pension Deficit																							
2022	\$ 178,801	\$ 64,303	\$ 204,000	\$ 22,824	\$ 843	\$ 420	\$ 10,482	\$ 24,735	\$ 1,685	\$ -	\$ 508,093	10.04 %	\$ 4,441	\$ 3,908												
2021	165,090	44,383	215,200	20,908	1,179	490	11,036	16,328	827	-	475,441	9.49	4,156	3,712												
2020	179,001	46,384	225,700	23,140	1,515	560	8,986	2,287	891	-	488,464	10.40	4,426	4,087												
2019	142,923	46,736	235,925	12,972	1,851	630	4,075	7,752	96	-	452,960	9.96	4,104	3,856												
2018	155,726	49,756	245,625	13,891	2,187	700	4,328	13,107	192	-	485,512	10.87	4,399	4,087												
2017	124,716	48,368	255,045	6,265	-	-	2,222	18,503	-	-	455,119	10.46	4,124	3,879												
2016	134,777	51,511	263,945	6,815	-	-	2,366	23,813	-	672	483,889	11.05	4,384	4,079												
2015	124,591	44,395	272,645	3,883	-	-	2,487	29,277	-	1,312	478,590	11.01	4,336	4,002												
2014	133,635	47,194	280,995	4,264	-	-	2,619	34,661	-	1,921	505,289	11.50	4,578	4,184												
2013	122,330	45,260	289,145	2,784	-	-	2,747	40,184	-	2,499	504,949	8.60	4,575	4,138												

Note:

(1) Details regarding the City's outstanding debt can be found in the notes to the financial statements.

The Total Personal Income and Per Capita Personal Income statistics are not available for the City of Waterbury.

CITY OF WATERBURY, CONNECTICUT
STATEMENT OF DEBT LIMITATION
JUNE 30, 2022
(IN THOUSANDS)
(UNAUDITED)

Total Tax Collections (Including Interest and Penalties) \$ 261,257

State Reimbursement for:

Tax Relief for Elderly - Freeze

Total

2

\$ 261,259

Debt Limitation	General Purpose	Schools	Sewers	Urban Renewal	Pension Deficit
Factor Multiplied Times:					
2-1/4	\$ 587,833	\$ -	\$ -	\$ -	\$ -
4-1/2	-	1,175,666	-	-	-
3-3/4	-	-	979,721	-	-
3-1/4	-	-	-	849,092	-
3	-	-	-	-	783,777
Total Debt Limitation	<u>587,833</u>	<u>1,175,666</u>	<u>979,721</u>	<u>849,092</u>	<u>783,777</u>
Debt as Defined by Statute:					
Bonds Payable	178,801	64,303	10,000	-	204,000
Serial Notes Payable	843		14,735	-	-
Bonds Authorized and Unissued	12,563	19,131	9,363	-	-
School Building Grants	-	(19,131)	-	-	-
Total Indebtedness	<u>192,207</u>	<u>64,303</u>	<u>34,098</u>	<u>-</u>	<u>204,000</u>
Debt Limitation in Excess of Outstanding and Authorized Debt	<u>\$ 395,626</u>	<u>\$ 1,111,363</u>	<u>\$ 945,623</u>	<u>\$ 849,092</u>	<u>\$ 579,777</u>

**CITY OF WATERBURY, CONNECTICUT
OUTSTANDING BOND AUTHORIZATIONS
(IN THOUSANDS)
(UNAUDITED)**

Project Description	Date Authorized	Total Authorized	Debt Issued	Grants Received	Authorized Unissued	Total Estimated Project Grant Reimbursement
General Purpose:						
Demolition of Abandoned Properties	01/24/22	\$ 1,000	\$ 500	\$ -	\$ 500	\$ -
East Liberty Bridge Replacement	09/11/17	4,000	2,300	-	1,700	1,300
Waterbury Greenway Phase I**	09/11/17	9,500	2,000	237	7,263	7,600
Great Brook Culvert Replacement	11/25/13	3,100	-	-	3,100	-
Education:						
Roof Replacement - Generali Elementary School*	01/21/20	1,200	300	-	900	900
Elevators - Washington & Bunker Hill Elementary*	09/11/17	1,700	-	-	1,700	1,342
Elevators - Sprague, Chase, Kingsbury, & Hopeville*	08/22/16	3,500	1,150	2,287	63	2,350
Wendell Cross Elementary School Renovation & Addition*	06/20/16	46,250	11,750	28,304	6,196	34,500
West Side Middle School Roof Replacement*	10/20/14	3,040	600	1,026	1,414	2,440
Kennedy High School Additions & Alterations*	06/25/12	25,232	5,750	16,620	2,862	19,482
Wallace Middle School Addition*	06/20/11	15,758	3,950	10,582	1,226	11,808
Carrington Pre-k to 8 School*	05/20/13	37,043	10,050	26,525	468	26,993
Waterbury Career Academy Technical School*	06/09/08	68,190	16,700	47,956	3,534	51,490
School Facilities Plan*	06/25/04	101,500	28,000	71,032	2,468	73,500
Bureau of Water:						
Water Plant, Equipment System Renewal & Replacement	05/11/15	17,700	9,323	853	7,524	853
Water Meter Reading Program	10/11/11	2,500	2,000	-	500	-
Water Pollution Control Authority:						
WPC Plant - Phosphorous Reduction Upgrade	04/09/18	40,000	21,458	15,504	3,038	15,504
WPC Plant, Equipment & Infrastructure Renewal & Replacement	05/11/15	10,325	4,000	-	6,325	-
Total		<u>\$ 391,538</u>	<u>\$ 119,831</u>	<u>\$ 220,926</u>	<u>\$ 50,781</u>	<u>\$ 250,062</u>

* The City expects to receive approximately 78% of eligible project costs from the State in the form of progress payments.

** The City expects to receive approximately 80% of Greenway Phase I project costs reimbursed from State & Federal Grants.

CITY OF WATERBURY, CONNECTICUT
LEGAL DEBT MARGIN INFORMATION AND CONTINUING DISCLOSURE RATIOS
LAST TEN FISCAL YEARS
(IN THOUSANDS)
(UNAUDITED)

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Debt Limit	\$ 1,828,813	\$ 1,784,461	\$ 1,769,747	\$ 1,704,745	\$ 1,673,203	\$ 1,674,316	\$ 1,658,629	\$ 1,596,084	\$ 1,546,545	\$ 1,530,424
Total Net Debt Applicable to Limit	494,608	460,013	475,670	506,396	537,177	508,467	513,319	518,781	546,572	557,828
Legal Debt Margin	\$ 1,334,205	\$ 1,324,448	\$ 1,294,077	\$ 1,198,349	\$ 1,136,026	\$ 1,165,849	\$ 1,145,310	\$ 1,077,303	\$ 999,973	\$ 972,596
Total Net Debt Applicable to the Limit as a Percentage of Debt Limit	27.05%	25.78%	26.88%	29.71%	32.10%	30.37%	30.95%	32.50%	35.34%	36.45%

Calculation of Continuing Disclosure Agreement Ratios:

Total Indebtedness Per Legal Debt Limit Calculation	\$ 494,608	\$ 460,013	\$ 475,670	\$ 506,396	\$ 537,177	\$ 508,467	\$ 513,319	\$ 518,781	\$ 546,572	\$ 557,828
Less Authorized and Unissued Debt	(34,489)	(17,833)	(20,783)	(71,209)	(72,963)	(61,835)	(39,273)	(47,873)	(50,087)	(60,909)
Total Direct Debt	460,119	442,180	454,887	435,187	464,214	446,632	474,046	470,908	496,485	496,919
Less Sewer Indirect Self-Funding Debt	(24,735)	(16,328)	(2,287)	(7,752)	(13,107)	(18,503)	(23,813)	(29,277)	(34,661)	(40,184)
Total Net Direct Debt	\$ 435,384	\$ 425,852	\$ 452,600	\$ 427,435	\$ 451,107	\$ 428,129	\$ 450,233	\$ 441,631	\$ 461,824	\$ 456,735

Total Direct Debt as a Percentage of Equalized Grand List

Total Direct Debt Per Capita	\$ 4,022	\$ 4,006	\$ 4,122	\$ 3,943	\$ 4,206	\$ 4,047	\$ 4,295	\$ 4,267	\$ 4,499	\$ 4,502
Total Net Debt as a Percentage of Equalized Grand List	7.3%	7.2%	7.9%	7.5%	7.9%	7.5%	7.9%	8.0%	8.4%	8.3%

Total Net Debt Per Capita

Total Net Debt Per Capita	\$ 3,806	\$ 3,722	\$ 4,101	\$ 3,873	\$ 4,087	\$ 3,879	\$ 4,079	\$ 4,002	\$ 4,184	\$ 4,138
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(1) Total and net indebtedness calculated in accordance with Connecticut General Statutes.

(2) The City has no overlapping debt.

**CITY OF WATERBURY, CONNECTICUT
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN CALENDAR YEARS
(UNAUDITED)**

Year	Population (1)	Enrollment (2)	Income (3)	Labor Force		City of Waterbury	Percentage Unemployed (4)		
				Employed (4)	Unemployed (4)		Waterbury Labor Market	State of Connecticut	United States
2022	114,403	18,615	\$ 46,329	47,212	3,530	7.0 %	5.4 %	4.3 %	3.8 %
2021	114,403	18,505	42,401	44,695	5,499	11.0	8.4	6.9	5.7
2020	110,366	18,674	41,617	43,525	7,115	14.1	11.3	10.0	11.2
2019	110,366	19,202	40,879	48,052	2,997	5.9	4.7	3.9	3.8
2018	110,366	19,094	39,681	47,019	3,524	7.0	5.5	4.5	4.2
2017	110,366	19,010	40,467	48,238	4,038	7.7	6.0	5.0	4.6
2016	110,366	18,755	41,136	47,367	4,535	8.7	6.7	5.6	5.1
2015	110,366	18,798	40,639	47,906	4,772	9.1	6.9	5.6	5.6
2014	110,366	18,622	37,293	45,337	5,406	10.7	8.9	6.8	6.5
2013	110,366	18,387	38,672	43,773	6,645	13.2	10.7	8.0	7.6

Sources:

- (1) U.S. Department of Commerce, Bureau of Census
- (2) Waterbury Board of Education
- (3) U.S. Department of Commerce, Bureau of Census
- (4) State of Connecticut, Department of Labor

Notes:

Personal Income statistics are not available for the City of Waterbury.

Unemployment spiked as of June 30, 2020 due to COVID-19 Pandemic and continued at elevated levels as of June 30, 2021.

**CITY OF WATERBURY, CONNECTICUT
PRINCIPAL EMPLOYERS
2022 AND 2013
(UNAUDITED)**

Business Name	Nature of Business	2022			2013		
		Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
City of Waterbury	Government Services	4,044	1	8.57 %	3,906	1	8.92 %
Waterbury Hospital	Medical & Mental Health Services	2,322	2	4.92	2,000	2	4.57
POST University	Higher Education	2,014	3	4.27			
Trinity Medical Group (St. Mary's Hospital)	Medical Services	1,677	4	3.55	1,800	3	4.11
Naugatuck Valley Community College	Higher Education	716	5	1.52	484	4	1.11
Stop & Shop Companies	Grocery	364	6	0.77	400	6	0.91
Dunkin Donuts	Fast Food	329	7	0.70			
Loehmann Blasius	Car Dealership	327	8	0.69			
Wal-Mart	Household Retail	272	9	0.58	303	10	0.69
YMCA	Community Services	261	10	0.55			
New Opportunities of Waterbury	Employment Services	255	11	0.54	450	5	1.03
Home Depot	Home Improvement Retail	245	12	0.52			
Costco	Grocery	245	13	0.52			
United States Postal Service	Government	240	14	0.51			
Webster Bank	Financial Services	210	15	0.44	356	7	0.81
OptiCare Health Systems	Health Services				312	8	0.71
VNA Health Care, Inc	Health Services				308	9	0.70
Total		13,521		28.64 %	10,319		23.57 %

Source: The Connecticut Data Center & Direct Inquiry

CITY OF WATERBURY, CONNECTICUT
FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
(UNAUDITED)

Function/Program	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
General Government (1)	1,062	1,062	1,056	1,056	1,048	1,044	1,052	1,058	1,073	1,070
Board of Education (1)	1,914	2,001	2,101	2,162	2,224	2,196	2,215	2,273	2,287	2,240
Enterprise Funds (1)	64	65	63	101	100	100	100	98	102	105
General Government - Other Funding (2)	101	94	74	63	50	50	46	58	53	45
Board of Education - Other Funding (2)	903	855	767	699	656	657	692	627	572	470
Total	4,044	4,077	4,061	4,081	4,078	4,047	4,105	4,114	4,067	3,930

Sources:

(1) City of Waterbury, Budget Authorized Full Time Positions

(2) HR170 Bargaining Unit Report at 6/30/xx

CITY OF WATERBURY, CONNECTICUT
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
(UNAUDITED)

Function/Program	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
General government (1):										
Building permits issued	1,264	1,310	1,078	1,217	1,225	1,123	1,328	1,139	1,203	1,196
Value of permits issued (thousands)	\$ 36,270	\$ 38,516	\$ 68,692	\$ 54,810	\$ 51,439	\$ 44,931	\$ 44,657	\$ 45,165	\$ 55,256	\$ 27,928
Public works (1):										
Refuse collection:										
Trash collected (tons per day)	185	180	169	158	164	178	175	172	173	168
Cost per ton	90	83	83	73	65	64	62	61	60	65
Recyclables collected (tons per day)	27	26	27	26	11	16	12	13	17	13
Other public works:										
Street resurfacing (miles)	24.0	-	7.0	9.5	4.5	7.0	3.5	3.5	7.4	4.5
Public safety (2):										
Police:										
Physical arrests	4,340	4,243	6,503	8,267	7,113	5,296	5,968	8,704	5,809	6,892
Fire:										
Emergency responses*	21,390	21,030	20,554	20,456	20,393	19,037	17,899	17,186	17,948	18,027
Fires extinguished	646	564	654	570	623	611	747	690	614	585
Inspections	1,115	1,139	1,858	1,921	1,673	1,730	1,615	1,638	1,749	3,261
Library (3):										
Total Print Items	251,778	241,626	243,101	241,558	249,579	244,631	234,507	224,660	230,364	230,480
Total Non-Print Items	32,985	30,009	28,684	47,792	30,107	28,860	27,629	24,735	32,172	35,808
Bureau of Water (4):										
Total Daily Capacity (millions of gallons)	38	38	38	38	38	38	38	38	38	38
Average Daily Demand (millions of gallons)	15.4	16.0	14.9	13.9	14.0	14.5	14.6	15.9	14.9	14.6
Peak Hour Demand (millions of gallons)	24	24	19.01	26.5	33.2	28.9	18.7	20.5	17.4	20.5
Water Pollution Control (5):										
Design Average Daily Flow (millions of gallons)	27.05	27.05	27.05	27.05	27.05	27.05	27.05	27.05	27.05	27.05
Average Daily Flow Treated (millions of gallons)	23.4	21.3	19.8	23.8	23.7	22.0	16.0	16.7	20.5	20.5
Maximum Daily Flow Treated (millions of gallons)	55.35	55.32	55	50.3	50.3	50.3	55	55	55	55

Sources:

- (1) City of Waterbury, Public Works Department
- (2) City of Waterbury, Police and Fire Departments
- (3) City of Waterbury, Library Director
- (4) City of Waterbury, Bureau of Water
- (5) City of Waterbury, Water Pollution Control Authority

Notes:

* Includes 911 first responder services provided by Fire Department.

CITY OF WATERBURY, CONNECTICUT
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
(UNAUDITED)

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
General Government (1):										
Municipal buildings	4	4	4	4	3	3	3	3	3	2
Libraries	2	2	2	2	2	2	2	2	2	2
Public Works (1):										
Parking garages	2	2	2	2	2	2	2	2	2	2
Surface parking lots	10	10	10	10	10	10	10	10	10	10
Police (2):										
Stations	1	1	1	1	1	1	1	1	1	1
Training facility	1	1	1	1	1	1	1	1	1	1
Dog Pound	1	1	1	1	1	1	1	1	1	1
RX Facility	1	1	1	1	1	1	1	1	1	1
Fire (2):										
Firefighting/rescue vehicles	19	19	19	18	18	18	19	22	25	21
Fire stations	9	9	9	9	9	9	9	9	9	9
Education (3):										
School buildings	31	31	30	30	30	30	28	28	28	28
Administrative buildings	2	2	2	2	2	2	2	1	1	1
Parks and Recreation (1):										
Number of community centers	1	-	-	-	-	-	-	-	-	-
Number of recreation centers	4	4	4	4	4	4	4	4	4	6
Number of parks	32	31	31	31	31	31	31	31	30	30
Number of basketball courts	31	29	31	31	32	32	32	32	32	33
Number of golf courses	2	2	2	2	2	2	2	2	2	2
Number of playgrounds	24	23	22	22	22	22	22	22	22	22
Number of football/soccer fields	14	14	16	16	16	16	16	16	16	15
Number of baseball fields	35	35	42	42	43	43	43	43	43	42
Number of tennis courts	21	21	64	64	64	64	64	64	64	64
Number of swimming pools	3	3	3	3	3	3	3	3	3	3
Bureau of Water (4):										
Active Reservoirs	5	5	5	5	5	5	5	5	5	5
Inactive Reservoirs	2	2	2	2	2	2	2	2	2	2
Water Pollution Control (5):										
Miles of Sanitary sewers	320	320	320	320	320	320	320	320	320	320
Pump Stations	20	20	20	20	20	20	20	20	20	20

Sources:
 (1) City of Waterbury, Public Works Department
 (2) City of Waterbury, Police and Fire Departments
 (3) Waterbury Board of Education
 (4) City of Waterbury, Bureau of Water
 (5) City of Waterbury, Water Pollution Control Authority