

# City of Ansonia

253 Main Street Ansonia, Connecticut 06401 RECEIVED FOR FILE

17 MAY -5 AM 11: 57

ON AND CITY CLERK CHANSONIA, SONNECTICUT

# ANSONIA BOARD OF ALDERMEN

MEETING AGENDA

Tuesday, May 9, 2017 Aldermanic Chambers 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSIDERATION OF PREVIOUS MINUTES

**PUBLIC SESSION** 

**PUBLIC OFFICIAL SESSION** 

PRESENTATION ON DOWNTOWN PARKING

#### **COMMITTEE REPORTS**

- a. Finance Committee
- b. Public Works Committee
- c. ARMS Committee
- d. WPCA Commission
- e. Fire Commission
- f. Ordinance Committee
- g. Housing Authority
- h. Any Other Committees

#### MUNICIPAL REPORTS

- a. BOAT Recommendations
- b. Comptroller Approvals
- c. Land Use Department Report

TAX COLLECTOR REPORT AND REQUEST FOR REFUNDS



#### COMMUNICATION #5 - Regular Meeting May 9, 2017

# CITY OF ANSONIA

# ANSONIA RESCUE & MEDICAL SERVICES

P.O. Box 149, Ansonia CT 06401-0149 Headquarters 203 735-6891 Chief's Office 203 734-1294



JARED P. HEON, CHIEF

Mr. Phil Tripp President, Ansonia Board of Alderman 253 Main Street Ansonia, CT 06401

May 1<sup>st</sup>, 2017

Dear President Tripp,

ARMS was approved in the bond referendum for the replacement of the air suspension with a liquid spring suspension on one of our F450 Type 1 Ambulances. Pursuant to the City of Ansonia Charter, three quotations were attempted to be obtained for the specifications listed by the Department. We are requesting the replacement, purchase and installation of a liquid spring suspension be awarded to Specialty Vehicles of East Farmingdale, NY in the do not exceed amount of \$12,260.

Due to the scope of this job, the vendor has given us a worst case scenario price. This slightly exceeds the remaining funding in the line item. Any overage will be paid for from the vehicle maintenance line in the ARMS operating budget.

We are requesting approval for the purchase of the liquid spring suspension for a total not to exceed \$12,260 from Specialty Vehicles.

The ARMS Commission voted favorably to recommend procurement of the above. Should you have any questions, please contact me.

Best Regards,

David Blackwell Jr

**ARMS Commission Chairman** 

Jared Heon

Chief/EMS Account Executive





# OFFICE OF THE MAYOR CITY HALL 253 MAIN STREET ANSONIA, CONNECTICUT 06401

David S. Cassetti

Mayor

Office: (203) 736-5900 Fax: (203) 734-3853 Email: dcassetti@ansoniact.org

May 4, 2017

Board of Aldermen:

Pursuant to my powers under the City Charter and Code, I hereby submit the following appointments:

# BOARD OF APPORTIONMENT AND TAXATION

David Papcin (R) 16 Chester St Ansonia, CT 06401 Term Expires: 12-31-17 Replacement: Lopez

David S. Cassetti, Mayor

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CLAIM

04 - 17 - 892

17 APR 26 AM 8:53

OLOLD CANCEL

JOHN AND CITY CLERK

WANSONIA GONNECTICUT

April 24, 2017

To: Mr. John P Marine

This is my statement about the damages of my car.

These are the events that took place at Liberty st the day of the fire.

My car was parked at my driveway on Liberty st, as the Fire engine was approaching I ask the fireman to let me move my car from the driveway, so I will be out of the way for them, but he said "no problem nothing will happened to your car"

To my surprise the next day my car was damaged

I was at the police station to report the incident, the police officer then call the Ansonia fire Dpt. As a result the Assistant Chief Michael P Eheman came to the police station and inspected the damages to my car. He indicated to get an estimate, so I did from Renu Body Inc from Ansonia CT on 3/17/2017 I provided a copy to Mr. Eheman

I would appreciate a check be made out to my name Jose Navarrete. Then I will get my car fix

Regards

Jose Navarrete

Lee Man Th

# Renu Auto Body & Service, Inc.

Fred Mekdeci - President

33 Riggs St. Ansonia, CT 06401

Phone (203) 732-4432 FAX # (203) 734-5927



RENU AUTO BODY, INC. 33 RIGGS STREET ANSONIA, CT 06401 PHONE: (203)732-4432 FAX: (203)734-5927

PRELIMINARY ESTIMATE \*\*\*

03/17/2017 09:59 AM

Owner

Owner: JOSE NAVARRETE Address: 32 FIRTH ST City State Zip: Ansonia, CT 06401

Work/Day: (203)945-9062

FAX:

Inspection

Inspection Date: 03/17/2017 10:00 AM

Inspection Type:

Repairer

Address: 33 Riggs St

City State Zip: Ansonia, CT 06401

Work/Day: (203)732-4432

FAX: (203)734-5627

Work/Day:

Target Complete Date/Time:

Days To Repair: 8

Vehicle

2011 Toyota Camry LE 4 DR Sedan 4cyl Gasoline 2.5 6-Speed Automatic

> Lic Expire: Veh Insp#:

Condition:

Mileage Type: Actual Code: Y1753B

Ext. Refinish: Two-Stage

Int. Refinish: Two-Stage

VIN: 4T1BF3EK4BU163342

Options

AM/FM CD Player Anti-Lock Brakes Center Console Digital Signal Processor Halogen Headlights Keyless Entry System

Overhead Console Power Drivers Seat Power Windows

Rem Trunk-L/Gate Release Stability Cntrl Suspensn

Tachometer Tinted Glass Velour/Cloth Seats Air Conditioning Auto Headlamp Control Cruise Control Driver Knee Airbag Head Airbags

Lighted Entry System Power Brakes Power Mirrors Pwr Driver Lumbar Supp

Side Airbags Steel Wheels

Theft Deterrent System Tire Pressure Monitor

Alarm System Bucket Seats

Daytime Running Lights

**Dual Airbags** Intermittent Wipers MP3 Decoder Power Door Locks Power Steering

Rear Window Defroster Split Folding Rear Seat Strg Wheel Radio Control Tilt & Telescopic Steer Traction Control System

**Damages** 

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21		M30			epair Material	Replace Economy	\$25.00*			SI
22		M60			Waste Removal	Sublet Repair	\$3.00*		2.0*	
23		M66		Color Sand	And Buff	Additional Labor			2.0*	SI
2	3	Items								
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Frame (FR)	\$75.00						
Refinish (RF)	\$55.00	10.0	0.3	10.3	\$566.50		
Labor Total				24.7 Ho	ours	\$1,358.50	
Tax on Refinish Labor		@ 6.	350%		\$34.93		
Sublet Repairs					\$3.00		
Tax on Sublet		@ 6.	350%		\$0.19		
Gross Total						\$1,750.13	
Net Total						\$1,750.13	

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00 Zip Code: 06401 Default Rate Name Default

Audatex Estimating 8.0.134 ES 03/17/2017 10:06 AM REL 8.0.134 DT 02/01/2017 © 2017 Audatex North America, Inc.

2.4 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

#### Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM= Replace PXN Reman/Reblt
UM= Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipquard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage
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# City of Ansonia

TO: **ALL ALDERMEN** 

FR: OFFICE OF THE MAYOR

DT: April 24, 2017

RE: VALLEY UNITED WAY GARDENING PROGRAM

OVERVIEW: The Valley United Way was granted \$14,000 to establish a Healthy Lifestyles & Eating Program through gardening in Derby and Ansonia. The program will involve developing three gardens (1 in Derby, 2 in Ansonia)

and will involve participation from parents, elderly and youth while providing education on nutrition, cooking education and demonstrations for preparing garden foods.

The two Ansonia neighborhood garden locations desired include:

 Gattison Park (see photo attached) City owned property. Not utilized by building tenants TEAM pre-school program or WorkPlace, Inc.

2. Pine School Field (opposite Boys/Girls Club) (see photo attached) City owned property.

Targeted sites require adequate sunshine and water access, which each site offer.

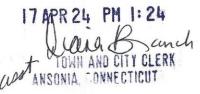
VUW will provide all staffing, materials, prepping of sites, vegetable plants, upkeep, monitoring, assembly of participants, and eventual fall cleaning of property. Vegetable plants will be purchased at Ansonia nursery/greenhouses, where possible.

Each garden site will be approximately 15'x15' and fenced (existing).

Due to impending planting season, including site preparation, a decision of approval, or other, is requested by Aldermen at the May 9 meeting.

Contact: Greg Martin, Director of Constituent Services: 203-736-5963 -gmartin@ansoniact.org







Gattiston Park Site (top&bottom)





PineSchool/Boys&Girls Club Site

Garden would kittycorner upper center

COMMUNICATION #2 - Regular Meeting May 9, 2017

# City of Ansonia Registrar of Voters/Administrators of Elections RECEIVED FOR FILE

253 Main Street Ansonia, CT 06401

203 736 5970 203 736 5017 FAX Email registrar@ansoniact.org

17 APR 25 AM 10: 01 Thomas Maffe Parot loters Wough Nancy Valentine CITY CLERK

ANSONIA, CONNECTICUT

COMMUNICATION FOR ANSONIA BOARD OF ALDERMEN

April 24, 2017

Office of the Secretary of the State certificate of completion for the Registrar of Voters Certification Program is attached for:

Thomas Maffeo

and

Nancy Valentine

We completed and passed the required eight (8) certification classes (2016-2017) and the final exam on April 13, 2017.

We received certificates on April 21, 2017 as the first graduating class of the Certification Program at our Spring ROVAC Conference in Mystic, CT.

office of the Secretary of the State

Nancy Valentine

REGISTANTS OF TOTAL

Has successfully completed

Registrar of Voters Certification Program

April 13th, 2017

Awarded by the Connecticut Information Technology Institute

Denise W. Merrill, Connecticut Secretary of the State

41/12/12

Connecticut Information Technology Institute

University of Connecticut



of the Secretary of the Star.

Thomas Matteo

Has successfully completed

Registrar of Voters Certification Program



April 13th, 2017

Awarded by the Connecticut Information Technology Institute

Denise W. Merrill, Connecticut Secretary of the State

t/11/12

Connecticut Information Technology Institute

University of Connecticut

## COMMUNICATION #3 - Regular Meeting May 9, 2017

Donald W. Smith, Jr., P.E.
CONSULTING ENGINEER
56 Greenwood Circle

Seymour, Connecticut 06483

(203) 888-4904

Fax: (203) 881-3434

Email: dwsirpe@sbcglobal.net

17 APR 27 PM 2: 20

CONSTRUCTION INSPECTION

to the

April 27, 2017

CIVIL ENGINEERING SEPTIC DESIGN

Board of Public Works North Division Street Ansonia, CT 06401

Board of Aldermen City of Ansonia 253 Main Street Ansonia, CT 06401

RE: Bid Opening Results

Ansonia Armory Masonry Restoration Project

Ladies & Gentlemen,

On April 25, 2017, the City received four (4) bids for the above referenced project. A tabulation summary of the bids received is attached for your review. The apparent low bid was submitted by G.L. Capasso, Inc. from New Haven, CT.

Based on our review of the submitted information and a check of their provided references, we find that they are in compliance with requirements of the Bid Documents and that their Bid is fair and equitable for the proposed work.

Based on the above, we recommend that the City award the above referenced project to G.L. Capasso, Inc. (the lowest qualified bidder) in an amount not to exceed three hundred eighty seven thousand three hundred dollars (\$387,300.00).

We trust that this information allows the Board to make an informed decision regarding this matter.

Please feel free to contact me if you have any questions regarding this matter.

Very truly yours,

Donald W. Smith, Jr., P.E.

Consulting Engineer

cc: Mayor Cassetti S. O'Malley M D'Alessio

City of Ansonia Ansonia Armory Masonry Restoration

In Attendance: D. Smith, Jr., P.E., I FANT (Dough, Lowne V.) Ide & Laust (Mp 1850) Bound Stowner (Mile - FRANK)

Bid	7	7	7	7	
CHRO Compliance Report	7	7	7		
Bidders Quals.	7	7	7	7	
Addenda	8/21	51211	100- 1,2,3	5'2'1	
U. P #4 Deduct Face Brick	90	485-485-1,2,3	100	907	
Add Face Brick	-021	485	135-	90-	
U.P. #2 Deduct Sills	1107	-52	- 002	151	
Add Sills	- 041	12	- 052	151	
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Base Bid	- 001/289	387,300-	575,380-	- 00b'25h	
Firm	JOSEPH GNAZZO CO, INC 683,100 1053 BUCKIBY Highway	G.L. CAPASSO, INC. 34 LOYD ST NEW HAVEN, CT OUSIS	FRANK CAPASSO SONS, INC 575,380 1003 MIDDLE TOWN AVO NORTH FORD, CT 06472	ADVANCED CAUTUM - RESERRATION 15 ELLIOT ST ENST HARTITORD, CT OCITY	



# COMMUNICATION #4 - Regular Meeting May 9, 2017

# CITY OF ANSONIA

# **ANSONIA RESCUE & MEDICAL SERVICES**

P.O. Box 149, Ansonia CT 06401-0149 Headquarters 203 735-6891 Chief's Office 203 734-1294 NOV. AND THE

JARED P. HEON, CHIEF

Mr. Phil Tripp President, Ansonia Board of Alderman 253 Main Street Ansonia, CT 06401

May 1st, 2017

Dear President Tripp,

ARMS was approved in the bond referendum for the purchase of a UTV Trailer. Pursuant to the City of Ansonia Charter, three quotations were obtained for the specifications listed by the Department. We are requesting the purchase of the 2017 Utility Cargo Trailer be awarded to The Trailer Depot of Northford, CT in the amount of \$19,991.

The current line for this trailer is set at \$15,000 however we are requesting the transfer of \$4,991 from the Light Trailer line to the UTV Trailer line to fully fund this purchase.

We are requesting approval for the line item transfer and for the purchase of the UTV Trailer for a total of \$19,991 from the Trailer Depot.

The ARMS Commission voted favorably to recommend procurement of the above. Should you have any questions, please contact me.

Best Regards,

David Blackwell Jr

ARMS Commission Chairman

Jared Heon

Chief/EMS Account Executive

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17 MAY -2 AM 10: 25

10 MAY AND CITT CLERK

ANSONINA CONNECTIONS



## COMMUNICATION #6 - Regular Meeting May 9, 2017

# CITY OF ANSONIA

# **ANSONIA RESCUE & MEDICAL SERVICES**

 NUMA ASSULATIONS

JARED P. HEON, CHIEF

Mr. Phil Tripp President, Ansonia Board of Alderman 253 Main Street Ansonia, CT 06401

May 1<sup>st</sup>, 2017

Dear President Tripp,

ARMS was approved in the bond referendum for the purchase of portable radios. Whenever possible, we prefer to solicit equipment off of State of Connecticut Contracts. Pursuant to State of Connecticut, Department of Administrative Services, Contract 99ITZ0001MA (valid until 12/31/2020) price structure we will be purchasing 17 portable radios and accessories in the amount of \$60,000.

We are requesting approval for the purchase of portable radios from Motorola Solutions Inc Master Agreement Number A-99-001 in the amount of \$60,000. It should be noted that significant savings was obtained by combining the purchase of the ARMS portable radios with the purchase of the Police Department portable radios.

The ARMS Commission voted favorably to recommend procurement of the above. Should you have any questions, please contact me.

Best Regards,

David Blackwell Jr

ARMS Commission Chairman

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17 MAY -2 AM 10: 25



# COMMUNIATION #7 - Regular Meeting May 9, 2017

# **ANSONIA RESCUE & MEDICAL SERVICES**

P.O. Box 149, Ansonia CT 06401-0149 Headquarters 203 735-6891 Chief's Office 203 734-1294 NEW ABST A SEE

JARED P. HEON, CHIEF

Mr. Phil Tripp President, Ansonia Board of Alderman 253 Main Street Ansonia, CT 06401

May 1<sup>st</sup>, 2017

Dear President Tripp,

ARMS was approved in the bond referendum for the purchase of a First Response Utility Truck. Whenever possible, we prefer to solicit vehicles off of the State of Connecticut Contract. Pursuant to State of Connecticut, Department of Administrative Services, Contract 10PSX0239 (valid until 9/30/2019) price structure we will be purchasing a Ford F-250 pick-up truck and truck accessories in the amount of \$53,082.

The purchase and installation of Emergency Warning Equipment will also be handled by Crowley Ford in the amount of \$12,750. We understand this will exceed the total bond amount, however the remainder will be paid out of the operating budget. Furthermore, we will be exploring the remaining money in our vehicle maintenance line at the beginning of June with the hope of being able to purchase the 7-year Ford Extended Service plan in the amount of \$1,525 as we have done with all of our newly purchased vehicles.

We are requesting approval for the purchase of the F250 pickup truck with emergency equipment for a total of \$65,832.00 with the option of purchasing the additional warranty for \$1,525 if funding is available.

The ARMS Commission voted favorably to recommend procurement of the above. Should you have any questions, please contact me.

Best Regards,

David Blackwell Jr

**ARMS Commission Chairman** 

Jared Heon

Chief/EMS Account

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17 MAY -5 AM 10:31

ANSONIA, CONNECTICITY

# **Proposal**

# To Establish a place for Art and Creativity in Ansonia

FREE After School Art Programs • Senior Art Programs • Specialized Art Class and Instruction and Workshops, which include Painting, Sculpture, Photography and Theater, Acting and Improvisation, Music\* • Artist Studios

\* still under development as the time of this proposal

# **Our Mission Statement**

"Art can help a community to be perceived in a way that makes people want to live in that community. Art can define a community; either in its presence, or by its absence."

The Valley Arts Council was founded on the belief that while the arts are by no means new to the valley, we seemed to be lacking a binding thread to bring that art to the forefront of life here. The Valley has been rich in culture and creativity for well over a century and the arts can, and do, take place in many diverse contexts within our community. We have among us a grouping of artists and performers of local, national and worldwide acclaim, but these artists have a limited means by which to create, share and display their work.

Art can transform a community. If well managed and developed, art can breathe life into old buildings and enhance tired main streets while adding new vitality to business prospects. The arts can have a dramatic impact on the quality of life and the effect of that impact soon becomes apparent in places in which we live, work, and play.

We would love to call Ansonia our home. The Valley Arts Council is seeking to utilize the 2 vacant rooms adjacent to the old American Legion space in the center hall of the corridor in the Armory building.

We are a 501 c-3 non profit organization That serves the seven municipalities in the Valley Region. We would like to utilize specific unused rooms on the main floor to create a classroom, office and a few artist studio areas, to better serve the community. We have a team of licensed contractors to make the space useable and handle any repair issues that may exist.

In return, we would like to develop year round FREE and low cost community art programs for Youth, teens, adults with special programs for Seniors, veterans and People with diabilities. These programs will include Artworkshops, designated to residents of all ages to be active members of the creative art community. Iwe are currently developing our new Theater and Music programs that we would like to offer through our Sterling lion Players (formerly Nine Mile Players of Oxford)

We will offer after school and evening classes and programs in Painting, Sculpture, Arts & Crafts, Theater and Music.

Most of the classes and programs will be FREE to the students and seniors.. The Arts Council generates income from membership dues, donations, local and State grants and Artist studio space rentals in a designated art studio area, In addition we have Life Model Drawing sessions and other special events and programs that are open to the public with all funds going towards the purchase of art equipment and supplies and some administrative costs where applicable (We are Volunteers).

This space will also have special exhibitions that will display the artworks of students and other participants who wish to do so.

We are a non discriminatory organization, work with everyone, Seniors, Children, Teens, Adults, Veterans and the handi-capable.

Thank You Richard DiCarlo, Valley Arts Council President Stephen DiRienzo, Vice President Ralph Villers, Treasurer **Armory interior.** (Not to scale)

**Main Level** 

balcony

Storage

American Legion room

Storage

Corridor

the 2 rooms
we are
interested in

Storage

Hall to Exit/Gym



**Gymnasium** 



# CITY OF ANSONIA ANSONIA FIRE DEPARTMENT OFFICE OF THE FIRE MARSHAL

PO BOX 421 ANSONIA, CT 06401

RALPH E. TINGLEY FIRE MARSHAL

TEL: (203) 734-3525 FAX: (203) 736-6537 EMAIL: ansoniafire.dept@snet.net

# FIRE MARSHAL'S REPORT

04/01/17 - 04/30/17

# **Department Activity**

During the above period the department responded to the following calls:

MVA ASSIST	10
CO INVESTIGATION	2
SMOKE or ODOR INVESTIGATION	10
TRASH	3
VEHICLE FIRE	1
GRASS/BRUSH	5
STRUCTURE	2
NATURAL/PROPANE GAS LEAK	4
FUEL SPILL/LEAK	2
BOMB THREAT	0
MALICIOUS FALSE	1
SYSTEM FALSE	13
MUTUAL AID	1
ELECTRICAL HAZARD	4
HAZ-MAT INCIDENT	1
MISC./PUBLIC SERVICE/GOOD INTENT	5
EXTRICATION/RESCUE	0
TOTAL CALLS FOR PERIOD	64



# FIRE MARSHAL INVESTIGATIONS

During the above period the Fire Marshal's Office or department personnel investigated fires/haz.mat. and other incidents at the following locations:

LOCATION	TYPE	CAUSE
72 Ford Street	Vehicle Fire	Undetermined
Larovera Terrace	Brush	Undetermined

# **ANNUAL INSPECTIONS**

Crave Main St, Business Chasers Water St, Business 125 Beaver St, Apartments Thigh High 313 Main St, Business Rosa Mina's East Main St, Business YMCA Howard Ave, Daycare YMCA 12 State St, Summer Camp

# FOLLOW-UP INSPECTIONS

China Garden Main St, Business 81 Myrtle Ave, Apartments

# **CONSTRUCTION INSPECTIONS**

Nothing during this period.

# FIRE CODE COMPLAINTS

The following Fire Code Complaints were received and investigated by this office:

14 May Street 3 Fifth Street Falcon Hall

# PLAN REVIEWS

Plans for the following properties were submitted to this office and were reviewed for compliance to the Connecticut Fire Safety Code:

Mead School Boiler Replacement

# **BLASTING PERMITS ISSUED**

Nothing During This Period

# HAZARDOUS MATERIALS NOTIFICATION

The following companies have been issued Hazardous Materials Notification Checklists, which are to be filed with this office:

Target 20 West Main Street

# **MODIFICATION REQUESTS**

This office has assisted the following owners of property in submitting modifications of the Fire Code to the Dept. of Public Safety for their consideration:

Nothing during this period

The following modifications were acted on by the Dept. of Public Safety:

Nothing during this period

# RESIDENTIAL TANK REMOVALS

This office was notified of a residential fuel tank removal at the following locations:

Nothing During This Period

# COMMERCIAL TANK REMOVALS

Nothing During This Period

# MISC. INSPECTIONS, STUDIES, ETC.

Various environmental assessment reviews for property closings 50 Westfield Ave. Stel Ray 9 Gardners Lane

# **PUBLIC RELATIONS**

The Fire Marshal's Office installed smoke detectors at the following locations:

Nothing during this period.

# General

The Fire Marshal provided fire extinguisher training for Public Works employees. Fire Extinguisher training was completed for the Police Department during the month of March.

**END OF REPORT** 

Darrick Lundeen Acting Fire Marshal 05/01/2017

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275.00		125.00	)	25.00				25.00	50.00	50.00		BUSINESS TO 4500
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0.00												HEALTH CARE
100.00							50.00	25.00			25.00	DAY CARE>12
0.00												DAY CARE<12
150.00						50.00	100.00					FOOD SERVICE LICENSE
325.00		50.00				25.00		50.00	75.00	25.00	75.00	LIQUOR LICENSE
JUNE	MAY	APRIL	MARCH	FEB	JAN	DEC	NOV	OCT	SEPT	AUG	JULY	

# Payment Receipt

Ansonia Fire Marshal's Office PO Box 421

CT 06401

Received From:

CornellScott-Hill Health

Cornell Scott-Hill Health Corporation

400 Columbus Ave

New Haven, CT 06519

**Date Received** 

04/10/2017

Payment Amoun

Payment Method

Check

Check/Ref. No.

63430

**Invoices Paid** 

Date	Number	Amount Applied
04/10/2017	5	-\$25.00

Details on Back. \$25.00 VOID AFTER 180 DAYS AMOUNT WEBSTER BANK 51-7010/2111 CORNELL SCOTT - HILL HEALTH CORPORATION \*\*\*Twenty Five and 00/100 Dollars PAY TO THE ORDER OF: CITY OF ANSONIA P O BOX 421 ANSONIA, CT 06401

# Payment Receipt

Ansonia Fire Marshal's Office

PO Box 421

CT 06401

Received From:

Thigh High Chicken

Thigh High Chicken

313 Main Street

Ansonia, CT 06401

**Date Received** 

04/19/2017

**Payment Amount** 

\$50.0

1351

Payment Method Check/Ref. No.

Check 1351

**Invoices Paid** 

Date

Number

**Amount Applied** 

04/17/2017

-\$50.00

MEETING INTERNATIONAL DBA RR MARKETING GROUP

Security Features included. Details on Back.

DOLLARS B

# Payment Receipt

Ansonia Fire Marshal's Office

PO Box 421

CT 06401

Received From:

China Garden

China Garden

Attn: Choa Min Lin

289 Main Street

Ansonia, CT 06401

**Date Received** 

04/10/2017

Payment Amount

\$50.00

Payment Method

Check

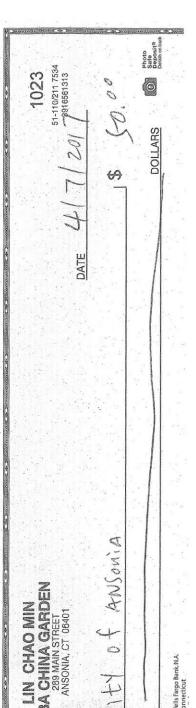
Check/Ref. No.

1023

**Invoices Paid** 

 Date
 Number
 Amount Applied

 03/29/2017
 3
 -\$50.00



RECEIVED FOR FILE

## **MUNICPAL BUDGET REPORT**

17 MAY -3 AM, 10: 12

Board of Apportionment and Taxation Recommendations/Intra Department Trans

BOAT Meeting of May 1, 2017

CONTANSONIA, CONNECTICUT

#### BOAT RECOMMENDATIONS

#### **OTHER BUSINESS**

<u>ARMS</u>- Communication #7 from February 6, 2017 Meeting \$7,000 Transfer from BOAT Contingency to Collection Fees

Comments: Request for add'l funds for collection expenses due to increase in revenue collected.

Status: .....BOAT REDUCED APPROVED AMOUNT TO \$3,500

## \*\*MOTION #1

Please make a motion to approve the following:

From 1-001-0200-11-812-0001 BOAT Contingency \$3,500

To 1-001-0801-12-860-0001 Collection Fees \$3,500

1. Economic Dev- \$14,960 Increase in expense and revenue lines of DECD-Nature Ctr
Comments: Grant Received from State of Connecticut.
Status: Approved
**MOTION #2
Please make a motion to approve the following:
Increase 2-001-0305-17-010-0227 DECD-Nature Ctr Revenue\$14,960
Increase 1-001-0850-11-800-0227 DECD-Nature Ctr Expense\$14,960
2. Library-\$609 increase in expense and revenue lines of Library Grant FY 16-17
Comments: Grant received from State Library.
Status: Approved
**MOTION #3
Please make a motion to approve the following:
Increase 2-001-0305-17-010-0228 Library Grant FY 16-17 Revenue \$609
Increase 1-001-0850-11-800-0228 Library Grant FY 16-17 Expense \$609

# INTRA-DEPARTMENTAL TRANSFERS - FOR INFORMATION ONLY - TO BE PLACED IN BOA MINUTES

#### 1-AA Nature Center

From 1-001-0214-17-250-0001 Auto Expense \$414 To 1-001-0214-17-461-0001 Office Equipment \$414

#### 1-BB Mayor

From 1-001-0216-11-521-0001 Travel \$2,374

To 1-001-0216-11-250-0002 Vehicle Lease \$2,374

#### 1-CC City Government

From 1-001-0201-11-411-0005 Gas \$1 To 1-001-0201-15-570-0008 Valley Health District \$1

#### 1-DD Town & City Clerk

From 1-001-0802-11-611-0001 Copier Supplies \$750 To 1-001-0802-11-241-0001 Education \$750

#### 1-EE Assessor

From 1-001-0450-11-330-0001 Professional Services \$500

To 1-001-0450-11-611-0001 Office Supplies \$200

To 1-001-0450-11-241-0001 Education Mtgs and Conferences \$300

#### 1-FF Library

From 1-001-0601-17-111-0001 Part-Time Help \$1,000 To 1-001-0601-17-120-0001 Overtime/Shift Diff \$1,000

#### 1-GG Debt Services & Insurances

From 1-001-0215-11-911-0012 Ref 13-14 Principal \$75,000
From 1-001-0215-11-911-0013 Ref 13-14 Interest \$65,374
From 1-001-0215-11-911-0009 Olson Drive Demo Principal \$78,517
From 1-001-0215-11-911-0010 Olson Drive Demo Interest \$95,080
To 1-001-0215-11-910-0003 2016 Bond Issue-Principal \$250,000
To 1-001-0215-19-912-0012 2016 Bond Issue-Interest \$60,935
To 1-001-0215-11-911-0014 2016 BANS Interest-2016 Ref #2 \$3,036

#### 1-HH Assessor

From 1-001-0450-11-330-0001 Professional Services \$500 To 1-001-0450-11-830-0001 Professional Manuals \$500

#### 1-II Public Works

From 1-001-0555-13-451-0001 Gas and Motor Oil \$13,100 To 1-001-0555-13-860-0001 Contractual Svcs \$13,100

#### Respectfully,

Richard Bshara, Finance Dept.

# NEW MONEY

RECEIVED FOR FILE

(Revenue/Expense)

Any unanticipated revenue received by Department NOT included in the Original Budget is considered NEW money to the department's budget and requires BOAT and Board of Aldermen approval for appropriation to the department's budget

Date of Request: 11/6/16

Department: ARMS

Reason for Request(s): <u>Employee Physicals, Firehouse Software License, Increased Revenue, New Employees, Spring Summer Uniforms, New Ambulance</u> (ex. Equipment repair - include reason). Attach additional sheet if necessary)

17 JAN 29 PM 3: 53 Smex Certains L Requesting Official: Chief Tares meet AND GITY CLERK
ANNAHAMAN CANNONIA. CANNECTICAT

\$4,000.00 \$1,800.00 \$19,800,00 \$7,000.00 \$7,000.00 Expenditure Increase Revenue Increase -001-0801-12-341=0000 2413. 000 Line Item -001-0801-12-311-0002 1-001-0801-12:461-0013 1-001-0801-12-860-0001 Jared Heon Totals (Must add in & out) Use whole \$\$\$) Account Name ersonnell Management PCR Equipment Collection Fees Iniforms

& Mayor before going to BOAT Dept Head sends to Town Clerk for BOAT Agenda Dept.Head must get signatures from Comptroller

\* Town Clerk will distribute to BOAT for action

\* Original Request remains in Town Clerk's Office file BOAT Chair signs, forwards to Board of Aldermen BoA receives from BOAT for approval/denial

Signatures are required

Rev 03/04/15

Board of Aldermen President or Finance Date Chairman Committee Chairman BOAT Chairman Department Head Comptroller Layor

Date



# CITY OF ANSONIA ANSONIA RESCUE & MEDICAL SERVICES

P.O. Box 149, Ansonia CT 06401-0149 Headquarters 203 735-6891 Chief's Office 203 734-1294



JARED P. HEON, CHIEF

Chairman Dan King Ansonia Board of Apportionment & Taxation 253 Main St Ansonia, CT 06401

January 29, 2017

Chairman King & B.O.A.T. Members,

I have completed a review of the ARMS Budget as we have hit the mid-point of the current budget year. I have identified areas where additional funding is needed to continue operations at ARMS. I would ask that B.O.A.T. please consider the requested additional appropriations.

#### Personnel Management 1-001-0801-12-311-0002

- Approximately \$5,000 is needed to pay for Employee and Member physicals. We currently owe \$2,000 for physicals that have been completed for new members.
- Approximately \$1,900 is needed for the Firehouse Software license renewal. This is needed by March 1<sup>st</sup> per our contract.

### Collection Fees 1-001-0801-12-860-0001

Based on the current collections of \$400,000 as of 12/31/17, we will be short on paying for the Ambulance Collection revenue that is collected. We are collecting more revenue than anticipated causing this line to run short. Approximately \$7,000 will be needed based on current collection projections.

#### Uniforms 1-001-0801-12-311-0002

• Due to the increase in employee turnover and new hired employees, we are short in this line. We also have an increase in volunteers recently. To outfit the remaining employees and purchase Spring/Summer shirts we will need an approximate \$4,000.

## EPCR Equipment 1-001-0801-12-461-00012

The CF-19 Toughbook has been replaced by the CF-20 which caused a small increase in price. We were able to purchase one for the first new ambulance and are short for the second. We will also need to purchase two modems for the new ambulances. Approximate shortfall in this line is \$1,800.

We continue to closely monitor the EMS Supply line. Increased costs for Epi Pens and a high use of NARCAN has caused this line to be used at a faster rate than normal. A review will be conducted of the overall budget again on or after April 1, 2017 to ensure the line items will



# City of Ansonia ANSONIA RESCUE & MEDICAL

P.O. Box 149, Ansonia CT 06401-0149 Chief's Office 203 734-1294

Headquarters 203 735-6891

JARED P. HEON, CHIEF

sustain the remainder of the fiscal year. At that time, inter departmental transfers will be considered prior to requesting additional appropriations. At this time it is not feasible to request inter departmental transfers due to the conservative amounts left in each line and remaining five months left in this fiscal year.

Please contact me via email or phone if you have any questions regarding this request prior to your meeting, if possible. The ARMS Commission, which our Chiefs all serve on as Commissioners, meets the same time as your Board. We will attempt to have a representative present, however I would encourage any questions be submitted ahead of time.

Best Regards,

Jared Heon

Jared Heon Chief/EMS Account Executive iheon@ansoniarescue.com

# **NEW MONEY**

(Revenue/Expense)

17 APR 17 PH 2: 20

Car Waller

RECEIVED FOR FILE

Any unanticipated revenue received by Department NOT included in the Original Budget is considered <u>NEW money</u> to the department's budget and requires BOAT and Board of Aldermen approval for appropriation to the department's budget

Reason for Request(s): Movide and Aba Compliant Waskusy into the Wature Cener play ground State of Anson Attach additional sheel if necessary)

							_	_			_	_	
Expenditure Increase	S	s 14, 960.00	S	S	\$	S	\$	\$	\$	\$	S	€	Date
Revenue Increase			S	S	\$	S	S	\$	<b>8</b> 9.	S	S		BOAT Chairman
Line Item	2-001- 8-305-19-010-0227 8 14, 960, 00	1-001-0850-11-800-0227		52	8	87	5	5	5		5.		Bepartment Beard Date
Account Name	The water (sales (ADA CONDIGORE)	1										Totals (Must add in & out) Use whole \$5\$)	* Dept Head must get signatures from Comptroller

\* Dept Head must get signatures from Comptroller & Mayor before going to BOAT

\*Dept Head sends to Town Clerk for BOAT Agenda

\* Town Clerk will distribute to BOAT for action

Comptroller

\* Original Request remains in Town Clerk's Office file \*BOAT Chair signs, forwards to Board of Aldermen

\* BoA receives from BOAT for approval/denial \* Signatures are required

4-13-17 Committee Chairman

Date Date Board of Aldermen President or Finance Date

Rev 03/04/15

## ASSISTANCE AGREEMENT BY AND BETWEEN THE STATE OF CONNECTICUT ACTING BY THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

(An Equal Opportunity Employer)
AND
THE CITY OF ANSONIA

RE: Ansonia Nature & Recreation Center

This ASSISTANCE AGREEMENT (the "Agreement") is made and entered into by and between the STATE OF CONNECTICUT, (hereinafter the "State"), acting herein by Catherine H. Smith, its Commissioner of Economic and Community Development (hereinafter, the "Commissioner"), pursuant to the provisions of the Public Act 16-2, Sec.1 (May Sp. Sess.) (the "Act") and THE CITY OF ANSONIA, (herein referred to as the "Applicant") acting herein by, David S. Cassetti, its Mayor, duly authorized.

### WITNESSETH

WHEREAS, the Applicant has submitted to the State a series of documents, including an Application, a certified resolution from the Applicant's appropriate organizational body authorizing the Applicant to submit said Application, a Project Pinancing Plan and Budget, and exhibits, if any, and other documents (all, together with all other documents and agreements executed by the Applicant in connection with this Agreement, hereinafter the "Project Documents") for a project entitled ANSONIA NATURE & RECREATION CENTER Project (hereinafter the "Project") and has represented to the State that it can rely upon the information within the Project Documents as being accurate and complete;

WHEREAS, in reliance upon the information submitted by or caused to be submitted by the Applicant, the State has approved funding for the Project; and

WHEREAS, the State and the Applicant desire to define the terms and conditions upon which such financial assistance will be made available to the Applicant.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the State and the Applicant hereby agree as follows:

## ARTICLE 1 - STATE OBLIGATIONS

1.1. <u>Financial Assistance</u>. The State hereby agrees, subject to the terms of this Agreement and its Exhibits and in reliance upon the facts and representations set forth in the Project Documents, to provide financial assistance to the Applicant for the Project in the form of a Grant in an amount not to exceed **FOURTEEN THOUSAND NINE HUNDRED AND SIXTY** (\$14,960) **DOLLARS** (hereinafter, the "Funding").

## ARTICLE 2 - APPLICANT WARRANTIES, COVENANTS, AND OBLIGATIONS

The Applicant represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect:

- 2.1. Form of Business Entity. The Applicant is a municipal corporation duly created and validly existing, or properly registered to do business, under the laws of the State of Connecticut. Further, the Applicant will preserve and maintain its existence as a municipal corporation duly organized, validly existing, and in good standing under the laws of Connecticut.
- 2.2. Ability to Conduct Business. The Applicant has all franchises, permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. The Applicant is not in violation, nor will the transactions contemplated by the Agreement or the Project Documents to which it is a party, cause a violation of the terms or provisions of any such franchise, permit, license, or similar authorization.
- 2.3. <u>Authorization to Enter Into and Execute Project Documents</u>. The execution and delivery of the Project Documents and this Assistance Agreement by the Applicant, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws including its charter or of the provisions of any indenture, agreement, or undertaking to which it, its principals or employees are parties or by which they are bound.
- 2.4. Other Authorization Unnecessary. No consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by the Applicant of the Project Documents. The Applicant agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.
- 2.5 <u>Agreement to Undertake Project</u>. The Applicant agrees to undertake and complete the Project as described in the Application.

## 2.6. Obstacles to Entering and Executing Project.

- (A) <u>Bxisting Suit or Other Actions</u>. There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Applicant's knowledge, threatened against or affecting it, which could or might adversely affect the Project, any of the transactions contemplated by the Project Documents, the validity of the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents.
- (B) <u>Default of Existing Orders or Instruments</u>. The Applicant is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which could or might adversely affect the Project, or any of the transactions

contemplated by the Project Documents or the validity of the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents. In addition, the Applicant is not in default beyond any applicable notice and grace periods in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions, or provisions contained in any agreement or instrument to which the Applicant is a party or to which its property is subject, which default, together with all such defaults, singularly or in the aggregate, may have a materially adverse effect on the business, assets, liabilities, financial condition, results of operations or business prospects of the Applicant.

(C) <u>Instance of Default</u>. No Instance of Default (as defined in section 4.1 hereof) has occurred or is continuing, and the Applicant has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Instance of Default.

## 2.7. Material Adverse Change.

- (A) <u>Financial Condition</u>. There has been no material adverse change in the financial condition of the Applicant since the date of application for the Funding that has not been previously disclosed in writing to the Commissioner.
- (B) Representations in Documents. All financial statements, including, without limitation, balance sheets and profit and loss statements, delivered to the Commissioner are correct and complete, and fairly present the financial position and results of operations of the Applicant at the times of and for the periods reflected by such financial statements. The financial statements and all other written statements furnished by the Applicant in connection with the Funding do not contain any untrue statement of material fact and do not omit any material fact whose omission would make the statements contained therein or herein misleading.
- (C) Other Facts. There is no fact which the Applicant has not disclosed to the Commissioner in writing, which writing, if any, is attached hereto as Exhibit A, which materially and adversely affects or, as far as the Applicant can reasonably foresee, is reasonably likely to prove to affect materially and adversely the business, operations, properties, prospects, profits, or condition of the Applicant. Further, the Applicant will notify the Commissioner, in writing, promptly of any material adverse change in the financial condition or business prospects of the Applicant.
- 2.8. <u>Use of State Funding</u>. The Funding shall be used for the Project as set forth in the Application and in accordance with the most recently approved Project Financing Plan and Budget. The Funding shall be used for that purpose and for no other purpose.
- (A) Additional Costs Above Funding. Any amount in excess of the amount of the Funding that may be necessary to cover the cost of the Project as set forth in the most recently approved Project Pinancing Plan and Budget shall be the responsibility of the Applicant and shall not be covered by the Funding. The Applicant shall, as a minimum, provide the level and sources of funding as indicated in the Project Documents, and shall expend those funds in accordance with the Project Financing Plan and Budget.

- (B) <u>Budget</u>. The Project Financing Plan and Budget most recently approved by the Commissioner shall constitute the budget for the Project. The Project Financing Plan and Budget may be amended by request of the Applicant if such request is approved in writing by the Commissioner. Approval by the Commissioner of any revised Project Financing Plan and Budget shall not constitute or imply a revision of the amount of the Funding.
- 2.9. Payment of Other Obligations. The Applicant will pay and discharge promptly when due and payable all taxes, assessments and governmental charges levied or imposed upon it, its property, or any part thereof, or upon its income or profits, or any part thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien or charge upon its property, provided that such charges need not be paid while being contested by the Applicant in good faith and by appropriate legal proceedings so long as adequate book reserves have been established with respect thereto and the Applicant's title to, and its right to use, its property is not materially and adversely affected thereby. The Applicant also agrees to pay all taxes or duties levied or assessed upon said sum against the State or the obligation evidenced hereby and to pay all costs, expenses, and attorneys' reasonable fees incurred by the State in any proceeding for the collection of the obligations evidenced hereby upon the happening of an Instance of Default as provided for in the Project Documents or in any litigation or controversy arising from or connected with the Project Documents.
- 2.10. Compliance with Laws, Regulations, Rules, and Executive Orders. In the administration and execution of the Project, the Applicant shall comply with all pertinent provisions of local, State and Federal law applicable to it and/or its properties and/or its business, and maintain its property in good repair. Failure to do so shall constitute an Instance of Default by the Applicant under this Agreement. The Applicant agrees to provide each labor union or representative of workers with which such Applicant has a collective bargaining agreement or other contract or understanding and each vendor with which such Applicant has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Applicant's commitments under this section, and to post copies of such notice in conspicuous places available to be seen by employees and applicants for employment. Specifically, but not by way of limitation, the Applicant agrees to the following:
  - (A) For the purposes of subsection (B) of this section 2.10, the following terms are defined as follows:
    - 1. "Commission" means the Commission on Human Rights and Opportunities;
    - "Contract" and "contract" means the Agreement and any extension or modification of the Agreement;
    - "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
    - 4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related

identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- 5. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 7. "Intellectual disability" means a significant limitation in intellectual functioning and deficits in adaptive behavior that originated during the developmental period before eighteen years of age;
- 8. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- "Mental disability" means one or more mental disorders, as defined in the
  most recent edition of the American Psychiatric Association's "Diagnostic
  and Statistical Manual of Mental Disorders", or a record of or regarding a
  person as having one or more such disorders;
- 10. "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- 11. "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of subsection (B) of this section 2.10, the terms "Contract" and "contract" do not include a contract where each contractor is (a) a political subdivision of the state, including, but not limited to, a municipality, (b) a quasi-public agency, as defined in Conn. Gen. Stat. § 1-120, (c) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (d) the federal government, (e) a foreign government, or (f) an agency of a subdivision, agency, state or government described in the immediately preceding items (a), (b), (c), (d) or (e).

(B) (1) (a) The contractor agrees and warrants that in the performance of the Contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin,

ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the contractor that such disability prevents performance of the work involved; (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (c) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the contractor agrees to comply with each provision of this section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68c and 46a-68f; and (e) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (2) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (3) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (4) The contractor shall include the provisions of subsection (1) of this section 2.10(B) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for

noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (5) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (6) (a) The contractor agrees and warrants that in the performance of the Contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (d) the contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Connecticut General Statutes § 46a-56.
- (7) The contractor shall include the provisions of the foregoing subsection (6) of this section 2.10(B) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (C) Executive Order No. Three. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three, or any State or Federal Law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration

hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Applicant agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

- (D) Executive Order No. Seventeen. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.
- (I) <u>Executive Order No. Sixteen.</u> This Agreement is subject to, and Applicant hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.
- (F) Environmental Laws. The Applicant hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste in connection with the Project, or any lien or claim under Conn. Gen. Stat. § 22a-452a, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters, which indemnity shall survive repayment in full of the Funding, and termination and/or release of the Project Documents.
- 2.11. Conflict of Interest. The Applicant will adopt and enforce measures appropriate to assure that no member of the Applicant's governing bodies and none of its officers or employees shall have or acquire voluntarily an interest in any agreement or proposed agreement in connection with the undertaking or carrying out of the Project.
- 2.12. Notification of Instance of Default by Applicant. The Applicant shall notify the Commissioner promptly of the occurrence of any default hereunder or under any of the other Project Documents, or any other document, instrument or agreement to which the Applicant or its properties are subject and of the actions it intends to take in order to cure such default in a timely manner.

2.13. Representations in Other Documents. All statements contained in any certificate, financial statement, legal opinion or other instrument delivered by or on behalf of the Applicant pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made at and as of the date of this Agreement, and at and as of the date of receipt of the Funding. All representations and warranties made under this Agreement shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the State. The Project Documents to which the Applicant is a party, when delivered, will be legal, valid, and binding obligations of the Applicant, enforceable against it in accordance with their respective terms.

## 2.14. Security. INTENTIONALLY OMITTED.

2.15. <u>Indemnification</u>. The Applicant shall and hereby agrees to indemnify, defend, and hold State, and its agents, officials, and employees, harmless from and against any and all suits, damages, claims, causes of actions, demands, judgments, penalties, costs, expenses, attorney's fees, and any and all injuries to persons or property and all other matters arising out of or incurred in connection with the performance by the Applicant of the terms, conditions, and covenants of this Agreement or in connection with the Project.

## ARTICLE 3 - PROJECT ADMINISTRATION

- 3.1. Records. The Applicant shall maintain records in a complete, businesslike manner, including full, accurate and current minutes and records of the Project in a form satisfactory to the Commissioner. The Applicant will furnish to the Commissioner or his designee, at such times as the Commissioner shall determine any document, data, and information relating to the Project in possession of the Applicant which is requested by the Commissioner. The Commissioner, or his designee, shall, for the purpose of determining the proper disposition of the Funding, have the right at any time during normal business hours to inspect the minutes, records, books, files, documents, payrolls, employment contracts and conditions, contracts, and any other papers or electronic records of the Applicant, or to make inspection of any physical location of the Applicant. The Applicant shall aid and cooperate with any such inspection.
- 3.2 <u>Payment to Applicant</u>. In order to permit the State to make payment to the Applicant with respect of the Funding, the Applicant agrees as follows:
- (A) Office of the State Comptroller Electronic Fund Transfer Automated Clearing House ("ACH")(EFT) Program. Upon the execution of this Agreement, the Applicant shall provide current, verifiable bank account information for accounts with Applicant's bank to the Office of the State Comptroller ("OSC") by submitting a completed Electronic Funds Transfer ACH (EFT) Election Form, available at <a href="http://www.osc.ct.gov/apd/eftprogram/index.html">http://www.osc.ct.gov/apd/eftprogram/index.html</a>, and such additional information as the OSC may require.

- (B) Requisition Form. In order to bring about the transfer of moneys to the account designated under subsection (A) above (the "Account"), the Applicant shall requisition funds on forms provided by the Commissioner and in the manner prescribed by this Agreement. Payment to the Applicant will be made based upon said requisition forms.
- (C) <u>Preagreement Costs</u>. Unless authorized by the Commissioner in writing, no costs incurred before the start date of the most recently approved Project Financing Plan and Budget are eligible for payment from the Funding.

## 3.3. <u>Insurance</u>. INTENTIONALLY OMITTED.

3.4. <u>Personal Service Contracts</u>. All Project cost items of personal service, except those to be performed by volunteers and those to be performed by employees of the Applicant who will not receive extra compensation for such service, shall be performed pursuant to a written contract, and the Applicant shall, upon request, provide the Commissioner with copies of all such contracts.

## 3.5. <u>Inspections</u>. INTENTIONALLY OMITTED.

- 3.6. Audit. Each Applicant subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with the Department of Economic and Community Development (DECD) Audit Guide, located at <a href="http://www.ct.gov/ecd/cwp/vicw.asp?a=1096&q=249676">http://www.ct.gov/ecd/cwp/vicw.asp?a=1096&q=249676</a> and the requirements established by federal law and state statute. All Applicants not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the Department of Economic and Community Development may conduct Project-specific audits.
- 3.7. Repayment to State Based Upon Audit. In the event that an audit referred to in section 3.6 above demonstrates that the actual expenditures made by the Applicant in connection with the Project are less than the maximum allowable amounts for disbursement by the State, as set forth in section 1.1 above, any such excess disbursement made by the State in respect of the Funding shall become immediately due and payable by the Applicant to the State. Upon repayment by the Applicant of such excess amount of the Funding which has been disbursed to the Applicant, the stated amount of the Funding under this Agreement shall be amended, as applicable, so as to evidence the actual amount of the Funding which has been received by the Applicant.
- 3.8. Yearly Reports. The Applicant shall furnish upon request to the State within ninety (90) days of the end of each of the Applicant's fiscal year(s), or earlier as determined by the Commissioner for each year that this Agreement remains in effect, such financial and other information that the Commissioner may require at his discretion.

3.9 <u>Project Financial Statements.</u> The Applicant shall provide a cumulative Statement of Program Cost and Detailed Schedule of Expenditures to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at <a href="http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249670">http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249670</a>. This information will be required to be provided within 90 days after the expiration date of the Project Financing Plan and Budget or earlier as maybe determined by the Commissioner. Further information, such as supporting documentation (i.e. copies of invoices, canceled checks, contracts etc.) for the expenditures charged maybe requested from the applicant, as necessary.

## **ARTICLE 4 - DEFAULT**

- 4.1. <u>Instances of Default</u>. The occurrence of any of the following events shall constitute a default under this Agreement (an "Instance of Default"):
- (A) <u>Breach of Agreement</u>. If the Applicant fails to perform any act, duty, obligation or other agreement contained herein or in any other Project Document or fails to forebear from any unpermitted act, or if the Applicant abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent.
- (B) <u>Misrepresentation</u>. If any representation or warranty made by the Applicant or caused to be made for the Applicant in any of the Project Documents prove at any time to be incorrect in any material respect.
- (C) Receivership or Bankruptcy. If the Applicant shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Applicant for the purpose of effecting any of the foregoing.
- (D) <u>Condemnation or Seizure</u>. If any Federal, state or local governmental instrumentality, body or agency shall condemn, seize or otherwise appropriate, or take custody or control of all or any substantial portion of the properties or assets of Applicant.
- (E) <u>Lack of Adequate Security</u>. If the State, at any time and in good faith, deems itself to be insecure. For the purposes of this Agreement, the State shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the prospects of the Applicant's business, or which materially affects the financial condition or business operations of Applicant. Also included is the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Applicant's property.

(F) <u>Violation of Terms in Other Project Documents</u>. The occurrence of a default or violation under any of the Project Documents.

## 4.2. Events in Instances of Default.

- (A) <u>Notice of Default</u>. If the Applicant defaults or shall commit or allow any breach of the Applicant's covenants, agreements and other obligations under this Agreement, material or otherwise, including, without limitation, an Instance of Default, hereunder, the Commissioner shall notify the Applicant of the default in writing ("Notice of Default").
- (B) Opportunity to Cure. Upon the occurrence of an Instance of Default, the Commissioner may determine that permitting an opportunity to cure a default could jeopardize the Project, or would not be in the best interests of the State. Under those circumstances, no opportunity to cure need be given and the Commissioner may seek other remedies. Without in any way limiting the preceding right to act without providing the opportunity to cure, the Commissioner may provide the Applicant thirty (30) days after the Notice of Default, or such longer period of time as the Commissioner may determine and set forth in writing, to cure or remedy the default or breach. Said cure or remedy will not be effective unless accepted, in writing, by the Commissioner.
- (C) Remedies. Upon the occurrence of an Instance of Default, the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:
- (1) To suspend all further payments by the State to the Applicant until such noncompliance is cured to the satisfaction of the Commissioner;
- (2) To proceed to enforce the performance or observance of any obligations, agreements, or covenants of the Applicant in this Agreement or the Project Documents;
- (3) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Instances of Default, the Applicant hereby agrees to repay immediately to the State the entire amount of the Funding received, and liquidated damages equal to five percent (5%) of the total amount of the Funding received;
- (4) The right to a writ of mandamus, injunction or similar relief against the Applicant because of such default or breach;
- (5) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement;
- (6) The Applicant agrees that all expenditures incurred by State under the Project Documents are other than principal, and the principal of this Agreement after maturity

or acceleration or upon an event of default or after a judgment hereon, shall bear interest at the rate of fifteen percent (15%) per annum from the date of demand, acceleration, default or judgment as applicable.

(7) The State may collect costs associated with collection efforts as outlined in section 2.9 of this Agreement

### ARTICLE 5 - MISCELLANEOUS PROVISIONS

- 5.1. Nonwaiver, If the State does not exercise, or delays in exercising, or exercises in part any of the State's rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by the State or a waiver of any subsequent default or breach of covenant or condition. Nothing in this Agreement may be construed as a waiver or limitation by the Commissioner of the State's sovereign immunity.
- 5.2. <u>Severance</u>. If any court determines any provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected.
- 5.3. Agreement Date. This Agreement shall become effective as of the date of its approval by the Attorney General of the State of Connecticut or his designee.
- 5.4. Originals. This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
  - 5.5. <u>Multiple Applicants</u>. INTENTIONALLY OMITTED.
- 5.6. Notices. Any notice to the Applicant pursuant hereto or pursuant to any of the Project Documents may be served in person or by mail. Any such requirement shall be deemed met by any written notice personally served at the principal place of business of the Applicant, or at such other address as the Applicant shall notify the Commissioner, or mailed by depositing it in any post office station or letter box enclosed in a postage-paid envelope addressed to the Applicant at 253 Main Street Ansonia, CT 06401 or at such other address as provided above. Any notice to the State, Department, or Commissioner shall be addressed to the Commissioner at the Department of Economic and Community Development, 505 Hudson Street, Hartford, CT 06106. Any notice served upon the State, Department, or Commissioner under this Agreement or any other Project Document shall be effective only upon receipt by the Commissioner.
- 5.7. Waivers by Applicant. The Applicant and all others who may become liable for all or any part of this obligation do hereby waive demand, presentment for payment, protest, notice of protest and notice of non-payment of this Agreement and do hereby consent to any number of renewals or extensions of time of payment hereof and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability herein and

further consent to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms or corporations liable for the payment of this Agreement.

- 5.8. <u>Gender, Number and Captions</u>. The use of a personal pronoun shall refer to all persons regardless of the proper grammatical term; the singular includes the plural; and, captions for sections are included only for reference and do not modify or effect the terms, conditions and provisions of any document, agreement or instrument.
- 5.9. <u>Modification</u>. This Agreement may not be modified or amended in any manner except in a written agreement executed by all of the parties hereto. In the event that the Applicant seeks modification in the form of a consent or a subordination to financing required by the Applicant in its normal course of business, the Applicant shall request such modification in writing to the Commissioner not less than thirty (30) days prior to the date such modification is required. The Applicant shall promptly reimburse the State for expenses, including reasonable attorneys' fees, incurred in negotiating and entering into such modification.
- 5.10. Provision of Other Documents. Upon the request of the Commissioner, the Applicant shall execute and deliver or cause to be executed and delivered such further documents and instruments and do such further acts and things as the Commissioner may request in order to effectuate more fully the purposes of this Project, to secure more fully the payment of the Funding in accordance with its terms, and to vest more completely in and assure to the Commissioner its rights under the Project Documents. Without limiting the generality of the foregoing, the Applicant will join with the Commissioner in executing such financing statements, agreements, notices or other documents or instruments as the Commissioner shall deem necessary or desirable to create, preserve, protect, maintain or enforce its rights and interests in and its liens on the property of the Applicant. The Applicant shall pay the cost of filing and recording, or refiling or re-recording, such documents and instruments in all public offices in which such filing or recording, or refiling or re-recording, is deemed by the Commissioner to be necessary or desirable.
- 5.11. <u>Assignment</u>. This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by the Applicant without the written consent of the Commissioner. Any assignment made without the written consent of the Commissioner shall be void and of no force or effect.
- 5.12. Survival of Representations. For the purposes of this Agreement, the term "Applicant" shall mean and include any successor or assigns of Applicant including any representative of Applicant under the provisions of any state or Federal law governing bankruptcy, insolvency, receivership or reorganization. All warranties, representations and covenants made by the Applicant in this Agreement or in any of the Project Documents or in any certificate or instruments delivered to the State in connection with the Funding shall be considered to have been relied upon by the Commissioner and shall survive until the later of: (i) ten (10) years after receipt of the last installment of the Funding; or (ii) repayment in full of the Funding. This Agreement and the other Project Documents shall be binding upon and inure to the benefit of the successors and assigns of each of the parties; provided, however, that nothing in this provision shall imply that the Applicant has the right or authority to assign its rights, duties or obligations hereunder or under any of the Project Documents without the written consent of the Commissioner.

- 5.13 Governing Documents. In the event of any conflict between this Agreement and any of the Project Documents, this Agreement shall be controlling.
- 5.14. Third Parties. This Agreement is between the State and the Applicant only and shall not be relied upon by any third party. 5.15. Governing Laws. The laws of the State of Connecticut shall govern this Agreement and the Project Documents.
- 5.16. Jurisdiction. The Applicant agrees that the execution of the Agreement and the other Project Documents, and the performance of its obligations hereunder and thereunder, shall be deemed to have a Connecticut situs, and the Applicant shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, his successors or assigns may commence hereunder or thereunder. Accordingly, the Applicant hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any of the other Project Documents or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.

## **ARTICLE 6 - SPECIAL CONDITIONS**

## 6.1. CEPA Compliance.

- A. Connecticut Environmental Policy Act. Disbursement of Funding may be subject to the completion of the appropriate Connecticut Environmental Policy Act ("CEPA") review of Project activities. If project analysis and review under the provisions of CEPA is necessary, the DECD will contract a professional engineering/planning firm experienced in preparing CEPA documents, using funds appropriated to the Project. Said firm shall work at the direction of DECD in assessing the project activities in accordance with CEPA (Conn.Gen.Stat. § 22a-1 and R.C.S.A. §§ 22a-1a-1 to 22a-1a-12).
- B. <u>Environmental Condition of Real Property.</u> As determined by DECD, the environmental site assessments, survey, reports and remedial action plans will be prepared for the real property subject to Project activities. A professional firm licensed to practice in the State of Connecticut shall prepare the reports. The scope of investigations and report shall conform to the applicable Department of Energy and Environmental Protection laws and regulations, and the applicable American Standards for Testing Material document standards. Copies of all reports shall be made available to DECD. If the Applicant and/or other parties for the subject real estate within the Project area have conducted environmental site assessments, copies of such documents must be submitted to DECD.

## 6.2. <u>Construction Compliance.</u>

The Applicant will ensure and provide certification that the bidding, contracting and monitoring for the Project will be in compliance with the current DECD Bidding, Contracting and Construction Guidelines. It will also be the responsibility of the Applicant to ensure and certify that a licensed professional engineer or registered architect will prepare the construction

documents (Bid Package, Drawings and Specification); review the bid results and make a recommendation to award the project to the lowest responsible bidder; and provide construction oversight for the project. The following are the Compliance Certificates that the Applicant will have to provide prior to execution of this Assistance Agreement:

- a) DECD Construction Bid Package, Drawings, and Specifications Compliance Certification
- b) DECD Construction Monitoring & Close-out Compliance Certification

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement.

CITY OF ANSONIA
Ву:
Name: Opul S Casseth
Title: Mayon
Duly Authorized
Dated:
•
STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT
Tim Sulliven, Deputy Commissioner
Eof Cathedrie H. Smith, Commissioner
By:
Name: Catherine H. Smith
Title: Commissioner
Duly Authorized
2/19/
Dated:
· /
Approved as to Form:
OFFICE OF THE ATTORNEY GENERAL
1
By: Matthew Busher
Name: Matthew J. Budzlk
Title: Assistant Attorney General
Duly Authorized
2.17
Dated:

## NEW MONEY

(Revenue/Expense)

Any unanticipated revenue received by Department NOT included in the Original Budget is considered NEW money to the department's budget and requires BOAT and Board of Aldermen approval for appropriation to the department's budget

Date of Request: 4115/17

Reason for Request(s). Connecticard Payment Grand FY/16-2017 From State Clorary
(ex: Equipment repair-include reason) Attach additional sheet if necessary)

Expenditure Increase	00.609 s	8	69	S	9.	8	\$ 5	\$	S	S	- 60.000 s	Date	C THOUSEN SURVEUTION	ANGUAR AND THE CONTROL OF THE CONTRO	7 APR 18 AH 10: 37
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Line Item	1-001-0850-11-800-6228											Macy Can Capene 4/13/17	スプンググン	Comptroller Date	Mayor Date
Account Name	FI-DINT KNOW (MONTH	Library Grand FY16-17									Totals (Must add in & out) Use whole \$\$\$)	* Dear Head must get signatures from Commirveller	& Mayor before going to BOAT  *Don't Had sends to Town Clerk for BOAT Agenda	* Town Clerk will distribute to BOAT for action * Original Request remains in Town Clerk's Office file	*BOA1 Chair Signs, torwards to Board of Addenmen *BoA receives from BOAT for approval/denial * Signatures are required

RECEIVED FOR FILE

Rev 03/04/15

## Ansonia Library

## Memo

To:

Daniel King, Chairman of Board of Apportionment and Taxation

From:

Mary Ann Capone, Library Director MC

CC:

Richard Bshara, Acting Comptroller & Kim DeStefano, Accountant

Date:

April 11, 2017

Re:

Library Grant

The Ansonia Library will be receiving a Connecticard grant in the amount of \$609. I request that the funds be appropriated in the line item: 1-001-0850-11-800-0228 Library Grant FY 16-17.

Connecticard is a cooperative program among public libraries in Connecticut that allows a resident of any town in the state who holds a valid library card from their home library to use that card to borrow materials from any of the 192 public libraries participating in the program. This grant is based on the amount of out-of-town borrowers visit the Ansonia Library.

Thank you for your consideration of my request.

Agency
Connecticut State Library Açency Phone (860)713-5136 Payment Message
CONNECTICARD PAYMENT FY 2017 CSLM1 Business Unit Voucher ID 00037942

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Transfer Form Trans #15592 erapplies>>>> Done 4.4.1)	BOAT/BOATRANSFER FORM (funds transferred from other funding source such as BOAT Contingency)	Reason for Request(s): NESSES grey for 1000 per Comporter test. (ex Equipment Repair-include reason) Attach additional sheet if necessary	
Transfer F	DEPARTMENTAL TRANSFER FORM (funds transferred within Dept.)	Date of Request 3/39/17 Department: Ansonia Nature Center Requesting Official: Alisa m. Recuesting Official:	

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Signatures	
Transfer Required	
* Dept or BOAT/BoA	

3/1 Date nature required for both Dept. & BOAT/BOA transfer)

Comptroller , (signature required for Dept. Transfer only)

Mayor (Signature Jequired for Dept. Transfer only)

3-31-1 Date

- 1. Obtain signatures
  2. Bring form to Finance (K.DeStefano)(KD)
  3. Finance (KD) processes & brings form to Town Clerk
  4. Finance Notifies the Department of transfer

Rev 3/18/15

Signatures	
Required	
Transfer	
BoA	
OAT &	
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Date BOAT Chairman

Board of Aldermen Pres.

Date

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MAR 3 1 2017 MAR.

Trf 1.88 Trans # 15651 Dow 41.5.17 Reas in for Request(s);  $Firs \mid Bill - 2014$  DLIPPINGS (ex. Equipment Repair - include reason). Attach additional sheet if necessary (finds transferred from other funding source such as BOAT Contingency) BOAT/BOA TRANSFER FORM Transfer Form DEPARTMENTAL TRANSFER FORM Date of Request, Kl., Ll., 2017 (funds transferred within Dept.) Requesting Official: [ COVON

Department: 🛮

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ad for both Dept. & BOAT/BOA transfe

Dept Head

Comptroller (signature required for Dept. Transfer only)

required for Dept, Transfer only)

\* Dept or BOAT/BoA Transfer Required Signatures

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 Finance Notifies the Department of transfer

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	L TR.	Date of Request (15.17)  Department (17) COVELINMENT  Requesting Official: R. BShava		Account Name	MOLE TENTA DISPICE	1 5.1 1 1 2.2		AND THE RESIDENCE OF THE PROPERTY OF THE PROPE				m_1 Thinns and in R. Aurth Vice whole SSS	10121 (Wilks and in 20 only obs. Progression companies are processed	* Dept or BOAT/BoA Transfer Required:Signatures	Depressed seignature required for both Depress BOAI/BOA transfer)	Commentar (signature remired for Dept. Transfer only)	Manual Control of the	Mayor (signature required for Leph, Hanster out)	<ol> <li>Obtain signatures</li> <li>Bring form to Finance (K.DeStafano)(KD)</li> <li>Finance (KD) processes &amp; brings form to Town Clerk</li> <li>Finance Notifies the Department of transfor</li> </ol>

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750,00 Reason for Request(s): Constructed Edw. Castor Classes (ex. Equipment Repair - include reason) Attach additional sheet if necessary Amount OUT Trans # 10104.
Trans # 10104.
Down 1.3.17 BCAT/BOA TRANSFER FORM (finds transferred from other finding source such as BOAT Contingency) \*BOAT & BoA Transfer Required Signatures 50,00 Amount IN Transfer Form 1002-11-2-11-2080 " 1-001-0802-11-611-0001 Line Iten <><<Ple>c<<<Ple>ese check which transfer applies>>>>> 8 Tomet Vitains Way ţ Dept or BOAT/Bod, Transfer Required Signatures DEPARTMENTAL TRANSFER FORM (funds transferred within Dept.) Date of Request. HOR 12 2017 Total (Must add in & out) Use whole \$\$\$ 1000 Account Name Education Requesting Official: Department:

4-12-Comptroller (signature required for Dept. Transfer only) Mayor (signature required for Dept Transfer only)

Obrain signatures
 Bring form to Finance (K.DeStefano)(KD)
 Finance (KD) processes & brings form to Town Clerk
 Finance Notifies the Department of transfer

Rev 3/18/15

Date

Board of Aldermen Pres.

BOAT Chairman

Date

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إنا APR 18 2017 000,00 воат/воа твамутет говм (funds transferred from other funding source such as BOAT Contingency) Amount OUT Reason for Request(s); ShOr togs In Inc 170 m (ex: Equipment Repair - Include reason) Mach additional sheet if necessary Trans # 16427 Dover, 19.19 Date Date \*BOAT & BoA Transfer Required Signatures RECEIVED FOR FILE ANSONIA CONNECTION YES 13 WW 61 24 Y Board of Algarina Treshin NINO Amount IN BOAT Chairman <<<<p>piease check which transfer applies>>>>> 1-000-001-17-100-0001 1-001-019-13-111-000-1 £1-81-6 Requesting Official: Mary Phyn Cappine \* Dept or BOAT/BoA Transfer Required Signatures Comptroller (signature required for Dept. Transfer only) DEPARTMENTAL TRANSFER FORM (funds transferred within Dept.) Mayor (signature required for Dept. Transfer only) Date of Request: 4/17/17 Total (Must add in & out) Use whole \$\$\$ Account Name 1 brand Jertine Department: Rev 3/3/15

Transfer Form

DEPARTMENTAL TRANSFER FORM

(funds transferred within Dept.)

Date of Request: 4/18/17

Department: Debt Services & Insurances

Requesting Official: R.Bshara

Trans # 16790 BOAT/ROA TRANSFER FORM Cfunds transferred from other funding source such as BOAT Contingency)

Reason for Request(s): 2016 Bond Issue for Referendum 13-14 (ex. Equipment Repair - include reason) Attach additional sheet if necessary

Account Name	Line Item	Amount IN	Amount OUT
2016 BOND ISSUE-PRINCIPAL	1-001-0215-11-910-0003	\$ 250,000.00 S	S
2016 BOND ISSUE-INTEREST	1-001-0215-19-912-0012	\$ 60,935.00	<del>\$</del> ;
2016 BANS INTEREST-2016 REF #2	1-001-0215-11-911-0014	3,036.00	₩.
REF 13-14 PRINCIPAL	1-001-0215-11-911-0012	\$	\$ 75,000.00
REF 13-14 INTEREST	1-001-0215-11-911-0013	<b>3</b> 9	\$ 65,374.00
OLSON DRIVE DEMO PRINCIPAL	1-001-0215-11-911-0009	\$	\$ 78,517.00
OLSON DRIVE DEMO INTEREST	1-001-0215-11-911-0010	45	95,080.00
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		\$	\$
Total (Must add in & out) [[se whole \$\$\$]		\$ 313,971.00 \$	\$ 313,971.00

Required Signatures	
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Dept or E	

(signature required for both Dept. & BOAT/BOA transfer)

Comptroller (signature required for Dept. Transfer only)

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Mayor (signature equired for Dept. Transfer only)

Obtath signatures
 Bring form to Finance (K.DeStefano)(KD)
 Finance (KD) processes & brings form to Town Clerk
 Finance Notifies the Department of transfer

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Date BOAT Chairman

Board of Aldermen Pres.

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Trans # 16986 Done H. 25.17

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Date of Request. HOLD ACIT  Department: ASCSSAS  Requesting Official: MASHAPA		Professional Services	Professional manuals			Total (Must add in & out) Use whole \$\$\$	* Dept or BOAT/BOA Transfer Required Signatures	Comptroller (signature required for Dept. Transfer only) Mayor signature fequired for Dept. Transfer only)	1. Obtain signatures 2. Bring form to Finance (K.DeStefano)(KD) 3. Finance (KD) processes & brings form to Town Clerk 4. Finance Notifies the Department of transfer Rty 3/18/1.5

# Tronstlers Trf#1-II

# Transfer Form

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Date of Request:4/25/17			
Department Public Works			
Requesting Official: Mike D'Alessio		Reason for Request(s): To pay for unbudgeted invoices to Prime for MS4 and SWPPP.	ices to Prime for MS4 and SWPPP
,		(ex: Equipment Repair - include reason) Attach add	itional sheet if necessary
Account Name	Line Item	Amount IN	Amount OUT
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Contractor	1-001-0555-13-880-0001	13,100.00	·
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Obtain signatures     Bring form to Finance (K.DeStefano)(KD)			17 MR 26 AM 11: 16
<ol> <li>Finance (KD) processes &amp; brings form to Town Clerk</li> <li>Finance Notifies the Department of transfer</li> </ol>		APR 2 5 2017	RECEIVED FOR FILE

APR 25 2017

Rev 3/18/15

YEAR-TYPE-LIST	AMOUNT DUE	
2015-03-0059897	\$73.12	
2015-04-0082855	\$223.95	
2015-03-0063876	\$134.03	
2014-03-0063922	\$64.72	
2015-03-0052811	\$69.56	
2013-03-0064574	\$15.73	
2015-03-0063475	\$186.07	-
2015-03-0063468	\$332.26	
2015-03-0064384	\$383.11	
2015-03-0063459	\$170.01	
2015-03-0063293	\$133.80	
2015-03-0056078	\$352.18	
2015-03-0061368	\$621.60	
	\$2,760.14	
	8	
	AND CITY CONNECTICU	RECEIVED FOR FILE
	2015-03-0059897 2015-04-0082855 2015-03-0063876 2014-03-0063922 2015-03-0052811 2013-03-0064574 2015-03-0063475 2015-03-0063468 2015-03-0064384 2015-03-0063459 2015-03-0063293 2015-03-0056078	2015-03-0059897 \$73.12 2015-04-0082855 \$223.95 2015-03-0063876 \$134.03 2014-03-0063922 \$64.72 2015-03-0052811 \$69.56 2013-03-0064574 \$15.73 2015-03-0063475 \$186.07 2015-03-0063468 \$332.26 2015-03-0064384 \$383.11 2015-03-0063459 \$170.01 2015-03-0063293 \$133.80 2015-03-0056078 \$352.18 2015-03-0061368 \$621.60

Resignation

Wilson Lopez 59 Church Street Ansonia, CT 06401

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17 APR 13 PH 4: 28

CLOST ANSONIA CONNECTICUT

April 13, 2017

Board of Apportionment and Taxation City of Ansonia 253 Main Street Ansonia, CT 06401

President Tripp and members of the Board of Aldermen:

Please accept this letter as my formal resignation as a member of the Board of Apportionment and Taxation effective April 12, 2017. I want to say thank you, as it has been an honor to serve on this Board.

I want to express my gratitude to Mayor Cassetti and the Board of Aldermen for allowing me the opportunity to serve as a member of the Ansonia Housing Authority Board of Commissioners. I am looking forward to assisting the Housing Authority in my new capacity.

Sincerely,

Wilson Lopez

Resignation

May 1, 2017

Kenneth A. Moffat 341 North Main Street Ansonia, Connecticut 06401

Janet Vitarius Waugh 253 Main Street Ansonia, Connecticut 06401

Town and City Clerk Janet:

I regretfully submit my resignation as Vice Chairman of the Zoning Board of Appeals. I have enjoyed my two plus years on the board, but recently a new opportunity to serve our great city has opened up for me. I would like to thank all of my fellow board members for their trust in me by electing me as your Vice Chairman. The new opportunity is on the Planning and Zoning Commission which does not allow me to continue to be a member of ZBA moving forward.

Sincerely

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17 MAY -4 PM 4: 03

ANSONIA, CONNECTICUT

TOWN AND CITY CLERK

Kenneth A. Moffat

## RESOLUTION #1 - Regular Meeting May 9, 2017

RESOLUTION

## City of Ansonia

Aldermen All	of the BOA	WX-XX-X4	introduced
the following Resolution:		waid,	Introduced

Resolved, THAT, the full Board authorize a yearly salary in the amount of \$1,700 to the individual designated to manage the City's Social Media Services.

Adopted Approved

AMENDED RESOLUTION #1- 5/9/2017 Mtg. RESOLUTION

## City of Ansonia

Aldermen All	_, of the BOA	
the following Resolution:	, , , , , , , , , , , , , , , , , , , ,	ward, miroduced

**Resolved**, THAT, the full Board authorize a one-time payment in the amount of \$1,700 to the individual designated to manage the City's Social Media Services.

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17 MAY -3 PH 12: 32

TOWN AND OUT CLERK

Approved\_\_\_\_\_\_19 Adopted



## City of Ansonia

253 Main Street Ansonia, Connecticut 06401 RECEIVED FOR FILE

17 MAY -3 AM 11: 16

TOWN AND CITY CLERK ANSONIA, CONNECTICUT

May 3, 2017

TO:

Board of Aldermen

FROM:

**Edith Morales** 

Personnel/Administrative Assistant

SUBJECT:

PERSONNEL MONTHLY REPORT

Attached is the April 2017, Monthly Report for the Personnel Department.

Please contact me at 203-736-5922, should you have any questions.

Thank you.

Attachment

## PERSONNEL MONTHLY REPORT

PERIOD: 04/01/2017 - 04/30/2017

## AMERICAN FAMILY LIFE ASSURANCE COMPANY (AFLAC):

One (1) American Family Life Assurance Company (AFLAC) Disability Claim form submitted, due to employee disability

## AIG - BENEFIT SOLUTIONS:

Two (2) AIG Short Term Disability Claim(s) submitted, due to employee disability

## **EMPLOYEE ORIENTATION:**

Completed three (3) employee orientation(s) for the following position(s):

Two (2) EMT/Driver for the Ansonia Rescue Medical Services One (1) Seasonal Help for Ansonia Public Works Department

## **EMPLOYMENT ADVERTISEMENT:**

Continuing advertisement **externally** for the following position:

Part-time EMT/Driver for Ansonia Rescue Medical Services (ARMS)

## EMPLOYMENT APPLICATION:

Six (6) <u>external</u> Employment Application(s) were received for the Part-time EMT/Driver position at the Ansonia Rescue Medical Services

## EMPLOYMENT HIRING:

Two (2) EMT/Driver for the Ansonia Rescue Medical Services

One (1) Seasonal Help Ansonia Public Works Department

## MERS – MUNICIPAL EMPLOYEES RETIRMENT SYSTEM:

One (1) Municipal Employee Retirement System (MERS) Application submitted, due to retirement

One (1) Municipal Employee Retirement System – Designation of Beneficiary form submitted, due to beneficiary name correction

## **PROMOTION:**

Employee promotion from Assessor's Assistant to Tax Collector

## REPORTING AND RECORD KEEPING:

Fifteen (15) monthly sick leave hour reports were received from department(s) indicating accumulative time

Nine (9) Employee Payroll Change form(s), due to employee promotion, union salary increase, termination(s), revised interpretation of salary change, and job title change

Nine (9) employee record updates, due to employee promotion, union salary increase, termination(s), revised interpretation of salary change, and job title change

## ACCIDENTS AND CLAIMS

## COMMUNICATION

- 1. Claim No 04-17-892 Jose Navarrete Re: Auto damages caused by Ansonia Fire engine.
- 1. Greg Martin, Office of the Mayor RE: Valley United Way gardening program.
- 2. State certificate of completion from the Registrar of Voters Program for Nancy Valentino and Thomas Maffeo.
- 3. Donald W. Smith, Consulting Engineer Re: Ansonia Armory Restoration Project bid results.
- 4. David Blackwell Jr, ARMS Commission Chairman Re: Requesting the transfer of \$4,991 for the purchase of 2017 Utility Cargo trailer for the amount of \$19,991 from Trailer Depot.
- 5. David Blackwell Jr, ARMS Commission Chairman Re: Requesting the approval for purchase of the liquid spring suspension for the total not to exceed \$12,260 from Specialty Vehicles.
- 6. David Blackwell Jr, ARMS Commission Chairman Re: Requesting the approval for the purchase of portable radios in the amount of \$60,000 from Motorola Solutions Inc.
- 7. David Blackwell Jr, ARMS Commission Chairman Re: Requesting the purchase of the F250 pickup truck with emergency equipment for the amount of \$65,832 with the option of purchasing a warranty for 1,525 if funding is available.
- 8. The Valley Arts Council President, Richard DiCarlo Re: requesting the use of two vacant rooms at the Ansonia Armory to offer Art workshops after school and evening classes for all ages.
- 1. Mr. Wilson Lopez, Board of Apportionment and Taxation.

2. Mr. Kenneth A. Moffat, Vice Chairman
of the Zoning Board of Appeals.

## **APPOINTMENTS**

1. See Mayor's Letter Dated May 4, 2017

**RESOLUTIONS** 

1. City of Ansonia, Re: A one-time payment of \$1,700 to the individual designated to manage the City's Social Media Services.

**ORDINANCE** 

**NEW BUSINESS** 

1. Update on Ansonia Nature Center - possible action on recommendations of Finance Committee.

**OLD BUSINESS** 

**EXECUTIVE SESSION** 

- 1. Navarrete v. Ansonia (pending litigation)
- 2. Winters Bros. v. Ansonia (pending litigation)
- 3. Purchase of 65 Main Street (real estate)
- 4. Sale of ATP and Palmer Buildings (real estate)

**ADJOURNMENT**