BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 08, 2026
PUBLIC HEARING @ 6:00
REGULAR MEETING @ 6:00 P.M.
ALDERMANIC CHAMBERS - 2ND FLOOR - CITY HALL
235 GRAND STREET, WATERBURY, CT 06702

AGENDA

The Regular Meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96; Frontier Channel 6096) and the City of Waterbury's You Tube Channel https://youtu.be/YtJYkoX6H70.

PUBLIC HEARING AT 6:00 P.M.

For the purpose of receiving public input regarding a $5,000,000 Appropriation and Bond Authorization for a Matching Grant to the Waterbury Land Bank Authority, Inc. as submitted by Michael LeBlanc, Director of Finance.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PRAYER:

ROLL CALL:

OFFICIALLY SCHEDULED PRESENTATION (s):

PUBLIC SPEAKING:

EXECUTIVE SESSION:

For the purpose of discussing strategy and negotiations with respect to pending litigation in Superior Court, to which the City is a party, related to a motor vehicle accident which occurred on or about February 16, 2022 on Interstate 84.

APPROVAL OF MINUTES:
Monday, June 8, 2026/Regular Meeting/Summary Minutes
Monday, August 17, 2026/Regular Meeting/Public Hearing/Summary Minutes

MAYOR'S REPORT:

RECESS INTO COMMITEES:

NEW BUSINESS:

1. **MICHAEL J. DALTON**
   City Clerk

RE: Submittal of FY2024-2025 Annual Reports for the following departments, to wit:

Police Department
Public Works
Information Technology
Waterbury Public School
Fire Department
Human Resources
Department of Inspection

Tax Collector
Engineering Department
Silas Bronson Library
Health Department
Office of the Corporation Counsel
Department of Finance

RECEIVE AND PLACE ON FILE

2. JAMES H. GATLING PhD

RE: Submission of a letter of resignation from The Board of Directors for the Waterbury Land Bank Authority effective immediately.

RECEIVE AND PLACE ON FILE

3. MANSI DOSHI
Project Manager
WDC

RE: Requesting approval of the Professional Services Agreement for Architectural and Engineering Design Services for Design for the new construction of Fire Station #5 between City of Waterbury and Silver Petrucelli in the amount of **$597,077**.

REFERRED TO THE FINANCE COMMITTEE

4. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of a Contract with KONE Inc. (RFP 8764), for a three-year period and in the not to exceed amount of **$431,230**, for elevator service, maintenance and repairs at Department of Education Facilities.

REFERRED TO THE FINANCE COMMITTEE

5. PAUL K. PERNEREWSKI, JR.
Mayor
City of Waterbury

RE: Submittal of the following individual to the Fair Rent Commission:

Unrestricted Appointment

Appointee	**Term to be appointed**
Kevin Taylor	6/19/23 – 12/31/2026

REFERRED TO THE FINANCE COMMITTEE

6. LISA LEBREIRO
Program Manager
Health Department

RE: Requesting approval of a Lead and Healthy Homes Professional Services Contract for Waterbury Lead & Healthy Homes between the City of Waterbury and Bruce McEntee of 28 Mitchell Avenue in the amount of **$92,750.00**.

REFERRED TO THE FINANCE COMMITTEE

7. THOMAS F. CROWE JR. P.E.
Civil Engineer II
Engineering Department

RE: Requesting approval of a Construction Contract for Waterville Park Tennis Court Replacements between the City of Waterbury and H.I. Stone & Son, Inc. in the amount of **$472,500.00**

REFERRED TO THE FINANCE COMMITTEE

8. MICHAEL LEBLANC
Director of Finance

RAMON ESPONDA
Superintendent of Water

RE: Requesting approval of 2026 - **$25,000,000** Capital Appropriation & Bond Authorization for Water Enterprise System Renewal & Replacement Capital Projects.

REFERRED TO THE FINANCE COMMITTEE

9. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of an Agreement to Convey City owned surplus properties to the Waterbury Land Bank Authority pursuit to the Memorandum of Understanding between the City and Land Bank. The properties to be conveyed are nineteen (19) vacant lots. The property listing is as follows:

- 41 William Street (MBL: 0296-0090-0050)
- 282 Grove Street (MBL: 0253-0064-0142)
- 10 Ward Street (MBL: 0237-0183-0094)
- 322 Orange Street (MBL: 0237-0181-0046)
- 190 Walnut Street (MBL: 0276-0601-0149)
- 264 Orange Street (MBL: 0237-0183-0097)
- 270 Orange Street (MBL: 0237-0183-0096)
- 255 Lincoln Street (MBL: 0178-0536-0045)
- 1 Willow Court (MBL: 0215-0691-0I19)
- 572 Baldwin Street (MBL: 0369-0298-0491)
- 49 William Street (MBL: 0276-0090-0202)
- 25 Poplar Place (MBL: 0390-0686-0009)
- 115 Bishop Street (MBL: 0236-0173-0046)
- Bishop Street, Lot 461 (MBL: 0236-0173-0461)
- Catherine Avenue, Lot 179 (MBL: 0276-0599-0179)
- 38 Crown Street (MBL: 0217-0717-0124)
- 36 Crown Street (MBL: 0217-0717-0123)

•Pearl Lake Road, Lot 16 (MBL: 0485-0498-0016)
•28 Bronson Street (MBL: 0236-0173- 00 40)

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

10. LEE FARLEY
Lieutenant
Waterbury Police Department

RE: Requesting approval of the BJA FY26 Enhancing Security Measures for Houses of Worship Grant in the amount of **$149,932.96.**

REFERRED TO THE FINANCE COMMITTEE

11. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a Revenue Share Agreement for Municipal Virtual Net Metering Offtake between the City and Greenskies Clean Energy LLC for a solar project in Manchester.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

12. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a Revenue Share Agreement for Municipal Virtual Net Metering Offtake between the City and Greenskies Clean Energy for a solar Project in Woodbury.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

13. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a Revenue Share Agreement for Municipal Virtual Net Metering Offtake between the City and Greenskies Clean Energy LLC. for a solar project in Portland.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

14. RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Recommendation of filers (s):
The filers of this motion recommend that the proposed legislative inquiry be approved and sent to the Law Department for a written opinion/clarification on the following Ordinance:

§ 39.050 Municipal Employment of Elected Officials.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

15. RAFAEL FELICIANO-ROMAN
Alderman – 5th District

MICHAEL DIGIOVANCARLO
BOA President

RE: Recommendation of filers (s):
Send to the Law Department for review
Official Filing: That the following
Sections of the City Code of Ordinances
Be amended: **§38.072 EXECUTION OF CONTRACTS.**

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

16. JOHN GOGGIN
Director of Community Development

RE: Requesting approval of an Agreement between the City of Waterbury and Ambassador Wheelchair Services, Inc., for Senior Shuttle Services

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

17. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of Second Amendment to Option Agreement for Municipal Virtual Net Metering Offtake between The City and Greenskies Clean Energy, LLC.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

18. MICHAEL LEBLANC
Director of Finance

RE: Submittal of notification of a Public Hearing on Tuesday, September 8, 2026 at 6:00 P.M. to receive public comments on a proposed **$5,000,000** Appropriation and Bond Authorization for a Matching Grant to capitalize the Waterbury Land Bank Authority.

The Waterbury Land Bank submitted a presentation to provide the Board of Aldermen and the Public with additional supplemental background information on the Waterbury Land Bank Authority, the State Grant and Strategic Priorities for the Capitalization Funding.

RECEIVE AND PLACE ON FILE

19. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a Contract for Energy Procurement & Contract Management Services with **NORESCO**.

REFERRED TO THE FINANCE COMMITTEE

STANDING COMMITTEE

CASSIE GORMAN
Tax Collector

RE: Request for refunds for Tax Overpayments in the amount of **$99,063.43 & 17,669.97.**

REFERRED TO THE FINANCE COMMITTEE

UNFINISHED BUSINESS:

1. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of Granting of a Purchasing and Sale Agreement to sell 36 Welton Street, a vacant .43-acre Parcel in consideration of **$25,000** and an Association Tax Assessment with Laing Capital Partners, LLC. (**Received on Monday, January 05, 2026 and referred to Finance Committee). Public Hearing set for January 20, 2026. (Tabled until 02/09/2026)**

2. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval for cultural district establishment, bond reporting, and Rolling Mill Playground plan, Including:

A. Puerto Rican Heritage Cultural District
(**Received on Monday, December 15, 2025 and referred to Intergovernmental Committee postponed until Monday December 14, 2026).**

3. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval for updates to City Boards and Commissions.

A. Arts, Culture and Tourism Commissions
(**Received on Monday, December 15, 2025 and referred to Intergovernmental Committee) Referred to Corporation Counsel.**

4 - RAFAEL FELICIANO-ROMAN

Alderman – 5th District

RE: Requesting to approval for updates to

City Boards and Commissions structure and transparency, including:

B. Transparency of Boards and Commissions

(Received on Monday, December 15, 2025 and referred to Corporation Counsel and postpone until March 9, 2026.)

5 - RAFAEL FELICIANO-ROMAN

Alderman – 5th District

RE: Requesting to approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

A. Gentrification Mitigation Zone Ordinance

(Received on Monday, December 15, 2025. - Referred to Intergovernmental Committee. Refer to Corporation Counsel and to amend the timetable to postpone consideration until Monday, December 14, 2026.

6. - RAFAEL FELICIANO-ROMAN

Alderman – 5th District

RE: Requesting to approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

B. Youth Alderman Positions

(Received on Monday, December 15, 2025. - Referred to Intergovernmental Committee). Referred to Corporation Counsel.

7. - RAFAEL FELICIANO-ROMAN

Alderman – 5th District

RE: Requesting a Hobart Welton Carriage Shed Historic Recognition Resolution.

(Received on January 05, 2026 and referred to Intergovernmental Committee) Referred to Corporation Counsel).

8. KENNETH J. CURRAN

Alderman, 1st District

JOHN DREWRY

Alderman, 3rd District

Co -Sponsor

RE: Submittal of a Loneliness and Social Isolation Commission Resolution.

(Received on March 9, 2026). (Referred to Intergovernmental).

9. IAN T. BLAKE

Alderman 2nd District

BELINDA WEAVER

Alderwoman 2nd District

(Co-Sponsor)

RE: Submittal of an Ordinance Proposal to include and implement an itemized distribution statement on taxpayers' bills. Taxpayers would benefit from clear, consistent, plain-language information showing how the property tax levy is allocated across major City services.

(Received on February 9, 2026 and referred to the Finance Committee).

10. MICHAEL RINALDI
Alderman, 1st District

RE: Submittal of Codification of Fire Hydrant Rules and Regulations Resolution. **(Received On May 11, 2026 and referred to Intergovernmental Committee. Referred to Corporation Counsel).**

KENNY CURRAN
Alderman, 1st District'
Lead Sponsors

MICHAEL DIGIOVANCARLO
SEAN MOSLEY
BELINDA WEAVER
IAN BLAKE
JOHN DREWRY
MICHAEL GROSSO
SANDRA MARTINEZ-MCCARTHY
KELLY ZIMMERMANN
BRYAN MCENTEE
GEORGE NOUJAIM
JEFF HUNTER
RAFAEL FELICIANO-ROMAN
ADRIAN SANCHEZ
Alderman/Alderwoman/Co-Sponsors

11. RAFAEL FELICIANO-ROMAN
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN

RE: Requesting a legislative inquiry concerning financial reporting and documentation for certain Capital Projects and Special Program accounts. **(Received on May 11, 2026 and referred to The Intergovernmental Committee and tabled until October 05, 2026).**

12. ANGELA R. JULIANI
Corporation Counsel

RE: Requesting approval of a Proposed Ordinance Creating a Loneliness and Social Isolation Commission. **(Received June 22, 2026, referred to the Intergovernmental Committee, PH set for August 17, 2026).**

13. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a **$5,000,000** Appropriation and Bond Authorization for a Matching Grant to the Waterbury Land Bank Authority, Inc. **(Received on August 17, 2026, referred to the Finance Committee, PH set for September 8, 2026).**

ADJOURNMENT:

MJD:dd

BOARD OF ALDERMEN
MONDAY, JUNE 8, 2026
REGULAR MEETING @ 6:00 P.M.
ALDERMANIC CHAMBERS - 2ND FLOOR - CITY HALL
235 GRAND STREET, WATERBURY, CT 06702

SUMMARY MINUTES

The Regular Meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96; Frontier Channel 6096) and the City of Waterbury's You Tube Channel https://youtu.be/XwnCzzS-QNE

CALLED TO ORDER @ 6:05 P.M.

PLEDGE OF ALLEGIANCE & PRAYER: Observed

ROLL CALL:

Blake	**Drewry**	**Feliciano-Roman**	**Grosso**
Hunter	**Martinez-McCarthy**	**McEntee**	**Mosley**
Noujaim	**Rinaldi**	**Sanchez**	**Weaver**
Zimmermann	**DiGiovancarlo *(President)* (14)**		

Absent: **Curran (1)**

OFFICIALLY SCHEDULED PRESENTATION (s): None

PUBLIC SPEAKING:

Speaker (s):
1. Rocco Orso, 234 Harwood Road, Waterbury, CT
2. Sharon Samoska, 45 Pear Street, Waterbury, CT
3. Martin Spring, 1400 Meriden Road, Waterbury, CT

EXECUTIVE SESSION: None

APPROVAL OF MINUTES:
Wednesday, May 13, 2026/Special Department Head Meeting/Summary Minutes
Monday, May 18, 2026/Special Department Head Meeting/Summary Minutes
Monday, May 18, 2026/Special Meeting/Summary Minutes
Thursday, May 21, 2026/Special Meeting/Budget Department Head/Summary Minutes
Thursday, May 28, 2026/2nd Budget Public Hearing/Summary Minutes

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE the aforementioned minutes.

MAYOR'S REPORT: 6:21 P.M. to 7:24 P.M.

Mayor Paul K. Pernerewski, Jr. provided an in-depth overview of the need for a new Waterbury Preschool Center and explained why the project is critical to the future of education in the City. He stated that the proposed state-of-the-art facility would serve approximately 500 students in Pre-K 3 and Pre-K 4 programs.

The Mayor explained that approximately half of the City's preschool students currently attend classes at the Bucks Hill School Annex, where many are housed in temporary classrooms that have long exceeded their useful life. He noted that some students are only able to attend half-day programs or attend school two or three days per week, when longer and more consistent instructional time is needed. He further stated that the City is not adequately meeting the needs of many special education students under the current arrangement.

Mayor Pernerewski also discussed transportation concerns, noting that Bucks Hill is located in the far northern section of the City. As a result, some young children, particularly those traveling from the South End, spend more than an hour on a school bus each way, which approaches or exceeds State guidelines for student transportation times.

The Mayor emphasized the importance of early childhood education in preparing students for Kindergarten. He explained that many children are entering Kindergarten without basic readiness skills, including knowledge of letters and numbers, and that some students are not yet toilet trained. He stated that the new preschool center would help address these challenges by providing greater access to quality early education.

He further noted that third-grade reading proficiency is a critical benchmark in a child's educational development. Up through third grade, students are learning to read; after third grade, they are reading to learn. Students who are not reading at grade level by third grade often struggle to catch up academically, which can contribute to long-term social and economic challenges, including unemployment, substance abuse, school difficulties, and involvement with the criminal justice system.

The Mayor also discussed the financial burden many families face in securing childcare, particularly those with multiple young children. He noted that the rising cost of daycare creates significant challenges for working parents. In addition, he referenced the State requirement that children must be five years old by September to enroll in Kindergarten and explained how the new preschool center would help address issues resulting from that change.

Finally, Mayor Pernerewski provided an overview of the Bond Authorization Process and explained the steps required to secure funding for the project.

RECESS INTO COMMITEES:

NEW BUSINESS*:*

1. **FRANK BAKER**
   Building Official

   RE: Requesting approval of a **REFUND** for cancelled permits from Trinity Solar in the amount of **$832.50.**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #1.

2. **CASSIE GORMAN**
   Tax Collector

   HEIDI BARBIERI
   Deputy Tax Collector

   RE: Submittal of the 2025-2026 Delinquent Taxpayers as of April 30, 2026.

RECEIVE AND PLACE ON FILE

3. PAUL K. PERNEREWSKI
Mayor
City of Waterbury

RE: Submittal of Section 38.027 Procurements Pertaining to Public Emergency.

RECEIVE AND PLACE ON FILE

Non-Consent

4. DAVID B. SIMPSON
Director of Public Works

RE: Requesting approval of an Agreement for Municipal Solid Waste, Curbside Recyclables and Bulky Waste Processing and Disposal (RFP No. 8718) between the City of Waterbury and F&G Recycling, LLC.

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted by a unanimous consent calendar vote to CARRY OVER TO THE NEXT MEETING - New Business Item #4.

5. SARAH R. GEARY
Manager of Budget
Development and Oversight

RE: Submittal of the City of Waterbury Financial Status Report for April 2026.

RECEIVE AND PLACE ON FILE

6. PAUL K. PERNEREWSKI
Mayor
City of Waterbury

RE: Appointment of the following individual to the Waterbury Development Corporation Board of Directors.

Appointee:	Term:
Richard F. Buskha	**1/1/2026 – 1/1/2028**

RECEIVE AND PLACE ON FILE

7. MARTIN SPRING
1400 Meriden Rd
Waterbury, CT 06705

RE: Submittal of a New City Wide Ordinance pertaining to individuals whom don't reside in the City of Waterbury when addressing the Board of Aldermen and or signing up for Public Speaking or Public Hearings if you don't reside here

and refuse to give a valid honest address, you can no longer address or speak on any subject. Note this Ordinance does not apply to local Business or Department Heads. Only non-residents.

RECEIVE AND PLACE ON FILE

8. BOARD OF PUBLIC WORKS

RE: Requesting approval of a **REFUND** for a cancelled project from Castlegate Corporation in the amount of **$1,681.39.**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #8.

9. FRANK TAVERA
Chief Executive Officer
Palace Theater

RE: Submittal of the Operating Management Agreement, the February 24, 2026 Minutes and the March 2026 Financials which were both approved at the April 28, 2026 Board of Directors Meeting. Also included is the Audit for the period ending June 30, 2025.

RECEIVE AND PLACE ON FILE

10. ELLEN CARTER
Former Commissioner

RE: Submittal of a Letter of Resignation from the Environmental Control Commission effective immediately.

RECEIVE AND PLACE ON FILE

Non-Consent

11. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of a Services Agreement (RFP #8620) with Sky Transportation, LLC, for a five year period and in the not to exceed amount of **$7,070,400.00,** to provide Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Eligible Students.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted by 12 Yea – 1 Nay non-consent roll call vote to APPROVE a Services Agreement (RFP #8620) with Sky Transportation, LLC, for a five-year period and in the not to exceed amount of $7,070,400.00, to provide Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Eligible Students. (***Alderman Hunter recused himself)***

Yeas: Aldermen Blake, Drewry, Grosso, Martinez-McCarthy, McEntee, Mosley, Noujaim, Rinaldi, Sanchez, Weaver, Zimmermann and DiGiovancarlo **(12)**
Nays: Feliciano-Roman **(1)**

Non-Consent

12. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of a Services Agreement (RFP #8627) with All-Star Transportation, LLC, for a five year Period and in the not to exceed amount of **$71,306,616.00**, for Student Bus Transportation Services for the Special Education Program.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted by a non-consent roll call vote to APPROVE New Business Item #12. (***Alderman Hunter recused himself)***

Non-Consent

13. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of a Services Agreement (RFP #8612) with Durham School Services, LP, for a five-year period and in the not to exceed amount of **$68,907,068.00**, for Student Bus Transportation Services for Regular Education Program.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted by 12 Yea – 1 Nay non-consent roll call vote to APPROVE a Services Agreement (RFP #8612) with Durham School Services, LP, for a five-year period and in the not to exceed amount of $68,907,068.00, for Student Bus Transportation Services for Regular Education Program. ***(Alderman Hunter recused himself)***

Yeas: Blake, Drewry, Grosso, Martinez-McCarthy, McEntee, Mosley, Noujaim, Rinaldi, Sanchez, Weaver, Zimmermann and DiGiovancarlo **(12)**
Nays: Feliciano-Roman **(1)**

Non-Consent

14. DAVID SIMPSON
Director of Public Works

RE: Requesting approval of a Contract for Moving Services for the Relocation of Certain Existing Furniture from the Chase Building and Waterbury Probate Court to One Exchange Place or One Jefferson Square between the City of Waterbury and Siracusa Moving and Storage Inc.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted by a non-consent vote to APPROVE New Business Item #14.

15. JOHN GOGGIN
Director of Community Development

RE: Requesting approval of the 2026 CT Neighborhood Assistance Act Applications (NAA). In total there are four (4) applications:

Campership Program
Joy of Sharing Program
Healthy Food Program
Stock The Pantry Program

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #15.

16. JOHN GOGGIN
Director of Community Development

RE: Requesting approval of Substantial Amendments to the Community Development Block Grant Program Annual Action Plans for CD YR46 CV (2020-2021); CD YR 47 (2021-2022); CD YR 48 (2022-2023); CD YR 49 (2023-2024); and CD YR 50 (2024-2025).

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to APPROVE New Business Item #16.

Non-Consent

17. JOHN GOGGIN

RE: Requesting approval of the City of

Director of Community Development

Waterbury's CD YR 52 (2026-2027) Annual Action Plan (the "Plan").

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted by a unanimous non-consent calendar vote to APPROVE New Business Item #17. Alderman Blake abstained.

RECESSED FOR 5 MINUTES
RETURNED TO THE REGULAR ORDER OF BUSINESS

Non-Consent

18. THOMAS F. CROWE JR. P.E.
Civil Engineer II
Department of Engineering

RE: Requesting approval of Phase I Construction Contract for HVAC and Electrical Service Upgrades at Washington Park Community Center between the City of Waterbury and Pro-Mech, Inc. in the amount of **$350,000.00.**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted by a unanimous non-consent calendar vote to APPROVE New Business Item #19.

Non-Consent

19. THOMAS F. CROWE JR. P.E.
Civil Engineer II
Department of Engineering

RE: Requesting approval of Phase II Construction Contract for HVAC and Electrical Service Upgrades at Washington Park Community Center between the City of and Pro-Mech, Inc. in the amount of **$300,000.00.**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted by a unanimous non-consent calendar vote to APPROVE New Business Item #19.

20. PAUL K. PERENEWSKI, JR.
Mayor
City of Waterbury

RE: Notification of intent, pursuant to the Charter of the City of Waterbury § 4-2 (b) (1), to fill all City Board and Commission vacancies, of both Restricted and Unrestricted

Appointments, including those vacancies created by the resignation or removal of a member during his or her term (unexpired), on the date of the Board of Aldermen meeting thirty (30) days next from the date of this written notice. I further intend to fill by appointment, on the date of each subsequent Board of Aldermen meeting, any Board or Commission vacancies as may arise, through expiration of terms or otherwise.

RECEIVE AND PLACE ON FILE

STANDING COMMITTEE

CASSIE GORMAN **RE:** Request for refunds for Tax Overpayments
Tax Collector in the amount of **$26,608.31.**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Mosley, Seconded by Alderman Rinaldi, the Board of Aldermen voted unanimously to APPROVE the aforementioned Refunds in the amount of $26,608.31.

Consent Calendar:

NEW BUSINESS ITEMS #1 & #8 APPROVED
ITEM #4 CARRY OVER TO THE NEXT MEETING
ITEMS #2, #3, #5, #6, #7, #9, #10 & #20 RECEIVED AND PLACED ON FILE
ITEM#4 CARRY OVER TO NEXT MEETING
STANDING COMMITTEE – APPROVED
On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen
voted unanimously to *Approve*

MINUS ITEMS #4, #11, #12, #13, #14, #17, #18 and #19.
Unfinished Item #13, #15, #16, #17, #18 and #19 - NON-CONSENT ITEMS

11 Vote Threshold 4, 11, 12, 13, 14, 17, 18 and 19.
Unfinished Item #19

Returned to The Regular Order of Business

UNFINISHED BUSINESS:

1. MICHAEL LEBLANC **RE:** Requesting approval of Granting of a

Director of Finance

Purchasing and Sale Agreement to sell 36 Welton Street, a vacant .43-acre Parcel in consideration of **$25,000** and an Association Tax Assessment with Laing Capital Partners, LLC. (**Received on Monday, January 05, 2026 and referred to Finance Committee). Public Hearing set for January 20, 2026. (Tabled until 02/09/2026)**

2. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval for cultural district establishment.

A. Puerto Rican Heritage Cultural District
(**Received on Monday, December 15, 2025 and referred to Intergovernmental Committee postponed until Monday December 14, 2026).**

3. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval for updates to City Boards and Commissions.

A. Arts, Culture and Tourism Commissions
(**Received on Monday, December 15, 2025 and referred to Intergovernmental Committee) Referred to Corporation Counsel.**

4 - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval for updates to City Boards and Commissions structure and transparency, including:

B. Transparency of Boards and Commissions
(**Received on Monday, December 15, 2025 and referred to Corporation Counsel and postpone until March 9, 2026.)**

5 - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

A. Gentrification Mitigation Zone Ordinance
(**Received on Monday, December 15, 2025. - Referred to Intergovernmental Committee. Refer to Corporation Counsel and to amend the timetable to postpone consideration until Monday, December 14, 2026.**

6. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

B. Youth Alderman Positions
(**Received on Monday, December 15, 2025. - Referred to Intergovernmental Committee). Referred to Corporation Counsel.**

7. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting a Hobart Welton Carriage Shed Historic Recognition Resolution. **(Received on January 05, 2026 and referred to Intergovernmental Committee) Referred to Corporation Counsel).**

8. PAUL K. PERNEREWSKI JR.
Mayor
City of Waterbury

RE: Mayor's Proposed Budget for Fiscal Year End June 30, 2027. (**Received on April 1, 2026).**

9. SARAH R. GEARY
Manager of Budget
Development and Oversight

RE: City of Waterbury Capital Improvement Plan for Fiscal Years 2027-2031. **(Received on April 1, 2026).**

10. MICHAEL LEBLANC
Director of Finance

RE: Proposed Water Rates for Fiscal Year Ending June 30, 2026. (**Received on April 20, 2026). (Referred to Intergovernmental)**

11. KENNETH J. CURRAN
Alderman, 1st District

JOHN DREWRY
Alderman, 3rd District
Co -Sponsor

RE: Submittal of a Loneliness and Social Isolation Commission Resolution. **(Received on March 9, 2026). (Referred to Intergovernmental).**

12. GEORGE N. NOUJAIM
Board of Alderman
District 4

RE: Requesting approval of an Ordinance authorizing the Health Department to establish and impose administrative monetary fines for violations of health related laws and ordinances. **(Received on February 25, 2026 and referred to Finance Committee & referred to Corporation Counsel).**

13. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of the following three resolutions to authorize the Board of Education to submit a School Application to the Connecticut Dept of Administrative Services for State consideration*:*

Resolution #1
Resolved, that the Board of Aldermen Authorizes the Waterbury Board of Education to accept or reject a grant for the proposed Waterbury Preschool Center Project.

Resolution #2

Resolved, that the following members are hereby established as the Building Committee with regard to the proposed Waterbury Preschool Center Project: Latoya Ireland, Margret Heyward Bowen, Anthony Ireland, Terrance Lott and Rocco Orso.

Resolution #3
Resolved, that the Board of Aldermen Authorizes the preparation of schematic drawings and outline specifications for the proposed Waterbury Preschool Center Project. **(Received on April 20, 2026).**

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to <u>APPROVE</u> Unfinished Business Item #13.

14. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of an Agreement with the Waterbury Young Men's Christian Association, in an amount not to exceed **<u>$75,500.00</u>** in cash Matching funds, to provide Truancy Prevention Services. **(Received on April 20, 2026 and referred to Finance Committee).**

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to <u>APPROVE</u> New Business Item #14

15. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of an Amendment One (1) to the Professional Services Agreement (RFP #7611) with Access Rehab Centers, LLC for Occupational and Physical Therapy Services for Students with special needs. **(Received on May 26, 2026 and referred to the Finance Committee).**

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to <u>APPROVE</u> New Business Item #13

16. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of a Professional Agreement (RFP #8271) with Apex Education Services, LLC for a three-year period, in an amount no to exceed **<u>$517,000.00</u>**, for Board Certified Behavioral Analyst Services and Districtwide De-escalation and Restraint Training. **(Received on May 26, 2026 and referred to the Finance Committee).**

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to <u>APPROVE</u> Unfinished Business Item #16.

17. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of a Professional Services Agreement (RFP #8270) with Apex Education Services, LLC for a three-year period, in an amount not to exceed **<u>$5,840,310.00,</u>** for Registered Behavior Technician Services. **(Received on May 26, 2026 and referred to the Finance Committee).**

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to <u>APPROVE</u> Unfinished Business Item #17.

18. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of a Professional Services Agreement (RFP #8719) with Apex Education Services, LLC for a three-year period, in an amount not to exceed amount of **<u>$1,356,300.00 for</u>** Board Certified Behavioral Analyst Services. **(Received on May 26, 2026 and referred to the Finance Committee).**

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to <u>APPROVE</u> Unfinished Business Item #18.

<u>Non-Consent</u>

19. MICHAEL LEBLANC
Director of Finance
Waterbury Board of

RE: Requesting approval of a **<u>$100,000.000</u>** Capital Appropriation & Bond for a new Waterbury Preschool Center. **(Received on May 11, 2026 and referred to Finance Committee).**

On the Motion of Alderman Mosley, Seconded by Alderwoman Rinaldi, the Board of Aldermen voted by a unanimous non-consent calendar vote to <u>APPROVE -</u> Unfinished Business Item #19.

20. MICHAEL RINALDI
Alderman, 1st District

KENNY CURRAN
Alderman, 1st District'
Lead Sponsors

RE: Submittal of Codification of Fire Hydrant Rules and Regulations Resolution. **(Received On May 11, 2026 and referred to Intergovernmental Committee. Referred to Corporation Counsel).**

MICHAEL DIGIOVANCARLO
SEAN MOSLEY
BELINDA WEAVER
IAN BLAKE
BRYAN MCENTEE
GEORGE NOUJAIM
JEFF HUNTER
RAFAEL FELICIANO-ROMAN

JOHN DREWRY **ADRIAN SANCHEZ**
MICHAEL GROSSO
SANDRA MARTINEZ-MCCARTHY
KELLY ZIMMERMANN
Alderman/Alderwoman/Co-Sponsors

For the Good of the Order:

- Alderman Feliciano-Roman inquired about setting a up meeting to discuss Unfinished Business Items
- Alderman Feliciano-Roman thanked Neil Ford Jr. – (a youth mental health advocate) who has been a big help in the community is leaving the City of Waterbury, CT
- Alderman Hunter thanked everyone for reaching out to him during his wife's hospital stay
- Alderman McEntee also commented on cleaning up Unfinished Business Items that have been tabled or already acted on.
- Alderman Mosley stated that there will be Juneteenth Parade starting on North Main Street and also a Juneteenth Celebration will be held at City Hall on June 19th from 11:00 to 3:00 p.m.

ADJOURNMENT:

On the Motion of Alderman Mosley, Seconded by Alderwoman Weaver, the Board of Aldermen Voted Unanimously to <u>ADJOURN</u> at 9:18 P.M.

MJD:dd

BOARD OF ALDERMEN
MONDAY, AUGUST 17, 2026
REGULAR MEETING @ 6:00 PM.
ALDERMANIC CHAMBERS ~ 2ND FLOOR ~ CITY HALL
235 GRAND STREET, WATERBURY, CT 06702

:SUMMARY MINUTES:

The Regular Meeting will be broadcast live on the City of Waterbury's Government Access Channel (Comcast Channel 96; Frontier Channel 6096) and the City of Waterbury's YouTube Channel. https://youtu.be/x4CgakCPh0g

PUBLIC HEARING: @ 6:00 P.M.

For the purpose of receiving public input regarding the proposed Ordinance Creating a Loneliness and Social Isolation Commission, as submitted by ***Angela R. Juliani, Corporation Counsel.***

Speaker(s):

1. ***Francisco Ramos, 92 Stiles Street, Waterbury***
2. ***Lisa A. Leogrande, 76 Deep wood Drive, Waterbury***
3. ***Paul Kondash, 413 Harpers Ferry Road, Waterbury***
4. ***Ronald Napoli Sr., 70 Trumpet Brook Road, Waterbury***
5. ***Martin Spring, 1400 Meriden Road, Waterbury***
6. ***Tammie Jones, 175 Stonefield Drive, Waterbury***
7. ***Sharon L. Samoska, 45 Pear Street, Waterbury***

CLOSED AT 6:28 P.M.

►CALL TO ORDER: @ *6:29 P.M.*

►PLEDGE OF ALLEGIANCE: *OBSERVED*

►PRAYER: *OBSERVED*

►ROLL CALL:

(13) PRESENT: Blake, Curran, Drewry, Grosso, Hunter, Martinez-McCarthy, McEntee, Mosley, Noujaim, Sanchez, Weaver, Zimmermann, DiGiovancarlo ***(President)***

(2) ABSENT: Aldermen Feliciano-Roman and Rinaldi

►OFFICIALLY SCHEDULED PRESENTATION:

►PUBLIC SPEAKING:

Speaker(s):

1. ***Vincent Scognamiglio, 327 Bucks Hill Road, Waterbury***
2. ***Francisco Ramos, 92 Stiles Street, Waterbury***
3. ***Sharon L. Samoska, 45 Pear Street, Waterbury***
4. ***Paul Kondash, 413 Harpers Ferry Road, Waterbury***
5. ***Martin Spring, 1400 Meriden Road, Waterbury***
6. ***Emma Taylor, 178 Cooke Street, Waterbury***
7. ***Sharon DelBianco, 54 Midfield Drive, Waterbury***

►EXECUTIVE SESSION:

►APPROVAL OF MINUTES:

- ***Monday, June 22, 2026/Regular Summary Minutes***
- ***Monday, July 13, 2026/Regular Summary Minutes***

On a motion of Alderman Mosley, seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** aforementioned minutes.

On a motion of Alderman Mosley, seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to ***RECESS INTO COMMITTEE OF A WHOLE TO ACT ON UNFINISHED BUSINESS ITEMS #8, 14, 15, 16, 17.***

►MAYOR'S REPORT:

RECESS INTO COMMITTEES:

►NEW BUSINESS:

1. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Submittal of the following **RESTRICTED AND UNRESTRICTED** appointments to Board and Commissions.

RECEIVE AND PLACE ON FILE.

2. MICHAEL J. DALTON
City Clerk

RE: Submittal of FY2025-26 Annual Reports from the following departments, to wit: ~

- ***City Clerk***
- ***City Planner***
- ***Registrars of Voters***
- ***Senior Center***
- ***Town Clerk***

RECEIVE AND PLACE ON FILE.

3. SONJIA GOMES
Former Commissioner

RE: Submittal of a Letter of Resignation from the **Fair Rent Commission** effective July 16, 2026.

RECEIVE AND PLACE ON FILE.

4. FRANK BAKER
Building Official

RE: Requesting approval of the following cancelled permit(s). No work has been performed; therefore, the permit fee shall be refunded, minus a 10% processing fee.

GO PERMITS – Siding Permit Fee - $1,080.00
GO PERMITS – Siding Permit Fee - $292.50

REFERRED TO THE FINANCE COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** New Business item **#4.**

5. AUDREY HARRELL
Former Commissioner

RE: Submittal of a Letter of Resignation from the Silas Bronson Library Board of Agents effective July 2026.

RECEIVE AND PLACE ON FILE.

6. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Appointment of the following individual as **Treasurer of the Board of Agents of the Silas Bronson Library.**

APPOINTEE	**POSITION**
Michael LeBlanc (**Non-voting Member**)	Treasurer

RECEIVE AND PLACE ON FILE.

7. SANTIAGO VALENCIA
Project Manager

RE: Requesting approval of a Project Authorization Letter for the Roberto Clemente International Dual Language School Project.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** New Business item **#7.**

8. ROBERT DOWD
Project Manager

RE: Requesting approval of an Authorization Letter for the Walsh Elementary School Roof Replacement Project, with an estimated project cost of **$804,250.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** New Business item **#8.**

9. ROBERT DOWD
Project Manager

RE: Requesting approval of an Authorization Letter for the Wilson Elementary School Roof Replacement Project, with an estimated project cost of **$823,119.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** New Business item **#9.**

10. ROBERT DOWD
Project Manager

RE: Requesting approval of an Authorization Letter for the Bucks Hill Elementary School Roof Replacement Project, with an estimated project cost of **$1,071,250.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** New Business item **#10.**

11. AISLING MCGUCKIN, ***RN, MSN-MPH***
Director of Health

RE: Requesting approval to Submit the Connecticut Department of Public Health FY 2027 Per Capita Funding Application and Accept Grant Funds in the Total Amount of **$277,285.20.**

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** New Business item **#11.**

NON-CONSENT

12. MANSI DOSHI
Project Manager, WDC

RE: Requesting approval of Amendment No. 5 to the Professional Services Agreement with Tighe & Bond, Inc. for 170 Freight Street, Extending the Contract Term and Increasing the Contract Amount by **$249,686.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion by Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE**, meeting the required **11-vote** threshold under the Non-Consent Calendar, for New Business Item #**12**.

13. MANSI DOSHI
Project Manager, WDC

RE: Requesting approval of Amendment No. 1 - for Slab Removal at the 170 Freight Street Project with Manafort Brothers, Inc., for a **TIME EXTENSION ONLY**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderman Mosley, the Board of Aldermen voted unanimously to **APPROVE** New Business item **#13.**

14. MICHAEL LEBLANC
Director of Finance

RE: Submittal of Capital Project & NC Special Programs – Quarterly Budget Status Report.

RECEIVE AND PLACE ON FILE.

15. RAMON ESPONDA
Superintendent of Water

RE: Requesting approval of an Agreement between the City of Waterbury and the Connecticut Forest & Park Associate for Use of the Mattatuck Hiking Trail.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion by Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** New Business Item #**15**.

16. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of Amendment Two (**2**) to the Professional Services Agreement with Connecticut RISE Network, Inc. for Data Hub Setup, Configuration and Implementation.

REFERRED TO THE FINANCE COMMITTEE.

On a motion by Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE**, meeting the required **11-vote** threshold under the Non-Consent Calendar, for New Business Item #**16**.

17. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a College Readiness and Success Agreement with College Board (CB-00042060), in an amount not to exceed **$51,364.70** for PSAT and SAT student assessments.

REFERRED TO THE FINANCE COMMITTEE.

On a motion by Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE**, meeting the required **11-vote** threshold under the Non-Consent Calendar, for New Business Item #**17**.

18. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a three-year Memorandum of Understanding with the University of Connecticut, at no cost, for student teaching opportunities as part of its teacher preparation program.

REFERRED TO THE FINANCE COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** New Business item **#18.**

NON-CONSENT

19. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Professional Service Agreement (RFP #8716) with Kaestle Boos Associates, Inc., in an amount not to exceed **$1,023,155.00**, for architectural and design services for Roberto Clemente International Dual Language School.

REFERRED TO THE FINANCE COMMITTEE.

On a motion by Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE**, meeting the required **11-vote** threshold under the Non-Consent Calendar, for New Business Item #**19**.

NON-CONSENT

20. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Professional Service Agreement (RFP #8777) with Facilities Compliance Fire Protection, LLC, for a three-year period and in the not to exceed amount of **$209,886.00**, for fire suppression equipment testing and maintenance at various schools/facilities.

REFERRED TO THE FINANCE COMMITTEE.

On a motion by Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE**, meeting the required **11-vote** threshold under the Non-Consent Calendar, for New Business Item #**20**.

NON-CONSENT

21. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Construction Contract (RFP #8857) with Union Flooring Installations, LLC, in an amount not to exceed **$199,395.00**, for gymnasium floor replacements at Maloney Magnet School and Bunker Hill School.

REFERRED TO THE FINANCE COMMITTEE.

On a motion by Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE**, meeting the required **11-vote** threshold under the Non-Consent Calendar, for New Business Item #**21**.

NON-CONSENT

22. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a three-year Agreement with Intensive Education Academy, Inc., in an amount not to exceed **$539,832.45**, to provide educational services in accordance with students' Individualized Education Programs (IEPs).

REFERRED TO THE FINANCE COMMITTEE.

On a motion by Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE**, meeting the required **11-vote** threshold under the Non-Consent Calendar, for New Business Item #**22**.

NON-CONSENT

23. ROY E. CAVANAUGH, P.E.
City Engineer

RE: Requesting approval to authorize the Mayor to execute all documents necessary to accept the **DEEP Climate Resilience Fund 2025 Grant** in the amount of **$644,456.00** for the Clough Brook Watershed Flood Resilience Improvements project, for design and permitting of flood mitigation improvements near Bunker Hill Avenue, with **no City match required**.

REFERRED TO THE FINANCE COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** – New Business Item #**23**.

24. SALVATORE D. PORZIO
Project Manager, Engineering Dept.

RE: Requesting approval of a Professional Services Agreement (RFQ No. 8132) with Prime Consulting Inc. for Engineering On-Call Services through **December 31, 2027**, for construction administration and resident engineer inspection services, with **no cost to the City** unless services are authorized by Task Order.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** – New Business Item #**24**.

NON-CONSENT

25. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a **$5,000,000 Appropriation and Bond Authorization**

as the City's required match for the State Urban Act Grant-In-Aid to the Waterbury Land Bank Authority, Inc., and to set a public hearing for **September 8, 2026**, as required by the City Charter.

REFERRED TO THE FINANCE COMMITTEE.

On a motion by Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted to **SET A PUBLIC HEARING FOR MONDAY, SEPTEMBER 8, 2026, AT 6:00 P.M.** for New Business Item **#25.**

►STANDING COMMITTEE:

CASSIE M. GORMAN
Tax Collector

RE: Request for refunds for Tax Overpayments in the amount of **$20,830.43.**

REFERRED TO THE FINANCE COMMITTEE.

On a motion of Alderman Mosley, duly seconded by Alderman Hunter, the Board of Aldermen voted unanimously to **AUTHORIZE AND APPROVE** the Director of Finance to make refunds to taxpayers representing overpayment of tax bills in the aforementioned amount.

►UNFINISHED BUSINESS:

1. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a Purchase and Sale Agreement for the sale of 36 Welton Street, a vacant 0.43-acre parcel, for consideration of **$25,000** and an associated tax assessment with Laing Capital Partners, LLC.
(Received on January 05, 2026 and referred to Finance Committee). PH set for January 20, 2026 (Tabled until 02/09/2026).

2. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval for cultural district establishment, bond reporting, and Rolling Mill Playground plan, including:

Puerto Rican Heritage Cultural District
(Received on December 15, 2025 and referred to Intergovernmental Committee postponed until December 14, 2026).

3. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval for updates to City Boards and Commissions structure and transparency, including:

Arts, Culture and Tourism Commission
(Received on December 15, 2025 and referred to Intergovernmental Committee and referred to Corporation Counsel).

4. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval for updates to City Boards and Commissions structure and transparency, including:

Transparency of Boards and Commissions
(Received on December 15, 2025 and referred to Corporation Counsel and postponed until March 9, 2026.)

5. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

Gentrification Mitigation Zone Ordinance
(Received on December 15, 2025. - Referred to Intergovernmental Committee. Referred to Corporation Counsel and to amend the timetable to postpone consideration until - December 14, 2026).

6. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

Youth Alderman Positions
(Received on December 15, 2025. - Referred to Intergovernmental Committee). Referred to Corporation Counsel).

7. RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting a Hobart Welton Carriage Shed Historic Recognition Resolution.
(Received on January 05, 2026 and referred to Intergovernmental Committee and Referred to Corporation Counsel).

WITHDRAWN

8. ~~GEORGE N. NOUJAIM~~
~~Board of Aldermen~~
~~District 4~~

~~RE:~~ ~~Requesting approval of an Ordinance authorizing the Health Department to establish and impose administrative monetary fines for violations of health-related laws and ordinances~~.
~~(Received on February 25, 2026 and referred to Finance Committee & referred to Corporation Counsel.)~~

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **RETURN TO REGULAR ORDER OF BUSINESS AT 7:34 P.M.**

9. KENNETH J. CURRAN
Board of Aldermen
District 1

JOHN DREWRY
Board of Aldermen
District 3
Co-Sponsor

RE: Submittal of a Loneliness and Social Isolation Commission Resolution.
(Received on March 9, 2026 and referred to Intergovernmental).

10. IAN T. BLAKE
Alderman 2nd District

BELINDA WEAVER
Alderwoman 2nd District
(Co-Sponsor)

RE: Submittal of an Ordinance Proposal to include and implement an itemized distribution statement on taxpayers' bills. Taxpayers would benefit from clear, consistent, plain-language information showing how the property tax levy is allocated across major City services.
(Received on February 9, 2026 and referred to the Finance Committee).

11. MICHAEL RINALDI
Alderman, 1st District

KENNY CURRAN
Alderman, 1st District'
Lead Sponsors

MICHAEL DIGIOVANCARLO
SEAN MOSLEY
BELINDA WEAVER
IAN BLAKE
JOHN DREWRY
MICHAEL GROSSO
SANDRA MARTINEZ-MCCARTHY
KELLY ZIMMERMANN
BRYAN MCENTEE
GEORGE NOUJAIM
JEFF HUNTER
RAFAEL FELICIANO-ROMAN
ADRIAN SANCHEZ
Alderman/Alderwoman/Co-Sponsors

RE: Submittal of Codification of Fire Hydrant Rules and Regulations Resolution.
(Received on May 11, 2026 and referred to Intergovernmental Committee. Referred to Corporation Counsel).

12. RAFAEL FELICANO-ROMAN
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN

RE: Requesting a legislative inquiry concerning financial reporting and documentation for certain Capital Projects and Special Program accounts.
(Received on May 11, 2026 and referred to the Intergovernmental Committee and was Tabled until October 05, 2026.)

13. ANGELA R. JULIANI
Corporation Counsel

RE: Requesting approval of a Proposed Ordinance Creating a Loneliness and Social Isolation Commission.
(Received June 22, 2026; referred to the Intergovernmental Committee; Public Hearing set for August 17, 2026.)

COMMITTEE OF A WHOLE

14. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Proposed Amendments to Sections §96.160-§96.999 and §122.51 of the Waterbury Code of Ordinances expanding smoke-free zones to Include vaping and e-cigarettes.
(Received on June 22, 2026 and referred to the Intergovernmental Committee.)

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** Unfinished Business item **#14.**

COMMITTEE OF A WHOLE

15. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Proposed Ordinances §80.01 - §80.07 Authorizing a Municipal School Bus Violation Enforcement System.
(Received on June 22, 2026 and referred to the Intergovernmental Committee.)

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** Unfinished Business item **#15.**

COMMITTEE OF A WHOLE

16. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Proposed Amendments to Section §39.047 of the Waterbury Code of Ordinances Relating to the Prohibition Against Contingent Fees.
(Received on June 22, 2026 and referred to the Intergovernmental Committee.)

On a motion of Alderwoman Weaver, duly seconded by Alderman Hunter, the Board of Aldermen voted by **ROLL CALL VOTE**, with **9 YEAS and 4 NAYS** to **APPROVE** – Unfinished Business Item #**16**.

YEAS: *Aldermen Blake, Curran, Drewry, Hunter, McEntee, Mosley, Noujaim, Weaver and DiGiovancarlo* ***– 9.***
NAYS: *Aldermen Grosso, Martinez-McCarthy, Sanchez and Zimmermann* ***– 4.***

COMMITTEE OF A WHOLE

17. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Proposed Amendments to Section §37.099 of the Waterbury Code of Ordinances Relating to Credit Allowances on Civil Service Examinations.
(Received on June 22, 2026 and referred to the Intergovernmental Committee.)

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **APPROVE** Unfinished Business item **#17.**

18. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval to First Amendment to Construction Contract for Design and Build Rooftop Solar Photovoltaic System at Five Schools between the City and All-Electric Construction & Communication, LLC. ***(Received on July 13, 2026 and referred to Intergovernmental Committee.)***

19. DAVID SIMPSON
Director of Public Works

MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of Second Amendment to Contract for One Exchange Place Fit Out with J.A. Rosa Construction, LLC.- ***(Received on July 13, 2026 and referred to Intergovernmental Committee.)***

20. DAVID SIMPSON
Director of Public Works

RE: Requesting approval of a Contract between the City of Waterbury and Dyna Moving and Storage Systems, Inc. ***(Received on July 13, 2026 and referred to Intergovernmental Committee.)***

: RETURN TO THE REGULAR ORDER OF BUSINESS:

CONSENT CALENDAR:

APPROVED – NEW BUSINESS ITEMS - #4,7,8,9,10,11,13,15-24
APPROVED – UNFINISHED BUSINESS ITEM - #18,19,20
RECEIVED AND PLACED ON FILE ITEMS #1,2,3,5,6 & 14
WITHDRAWN - UNFINISHED BUSINESS ITEM - #8
SET A PUBLIC HEARING – 09.08.2026 at 6 P.M – ITEM #25
STANDING COMMITTEE ITEM – APPROVED

NON-CONSENT CALENDAR:

APPROVED – #12,16,17,19,20,21,22,23,25

COMMITTEE OF THE WHOLE:

UFB #8,14,15,16,17

ON A MOTION OF ALDERWOMAN WEAVER, DULY SECONDED BY ALDERMAN MOSLEY, THE BOARD OF ALDERMEN VOTED BY ROLL CALL VOTE, WITH 12 YEAS AND 1 NAY, TO APPROVE THE CONSENT CALENDAR AS READ.

YEAS: Aldermen Blake, Curran, DiGiovancarlo, Drewry, Grosso, Hunter, McEntee, Mosley, Noujaim, Sanchez, Weaver and – Zimmermann 12.
NAYS: Alderwoman Martinez-McCarthy and – 1.

: FOR THE GOOD OF THE ORDER:

Alderwoman Zimmermann *announced that the Arts and Tourism Commission is exploring the possibility of holding a Battle of the Bands in October. Additional information will be announced once plans are finalized.*

Alderman Noujaim *announced two upcoming back-to-school drives. The Jack Paul Noujaim Community Foundation will partner with Save by the Clippers, located at 1015 Meriden Road, on* ***Tuesday, August 18, 2026****, to provide free haircuts and distribute back-to-school supplies. The Foundation will also partner with Living Faith Church and Pastor Brandon Monty for a bookbag drive on* ***Saturday, August 22, 2026****, from 10:00 A.M. to 12:00 P.M., at 69 Prospect Road. Alderman Noujaim encouraged residents to attend.*

Alderman Blake *announced that on* ***Tuesday, August 18, 2026****, the City of Waterbury, the Boys & Girls Club, and Feeding America will partner to provide free produce and back-to-school supplies for children at Washington Park in the President's District. He noted that a ticket is required and may be obtained from the Mayor's Office or the Boys & Girls Club. Families may receive up to 70 pounds of food.*

Alderman Mosley *announced that on* ***Saturday, August 29, 2026****, the Ungroup Society, in partnership with the City of Waterbury, will present the Spirit of Unity Festival, Connecticut's longest-running arts, music, and resource festival, at Silas Bronson Library Park. He encouraged everyone to come out and support the event.*

Alderman McEntee *inquired whether, if the majority caucus intends to call an item of Unfinished Business for a vote, that intention could be indicated on the agenda or communicated to the other caucuses in advance of the meeting.*

Alderwoman Martinez-McCarthy *reminded everyone that the Rivera Hughes Wine Tasting will be held on Friday, August 21, 2026, and encouraged residents to attend and show their support.*

Alderman Noujaim *additionally addressed concerns regarding quads and scooters in the Pierpont Road area and requested increased patrols, particularly on Piedmont Street, with the start of the school year. He also wished students, staff, and teachers a successful* ***2026–2027*** *school year.*

Alderwoman Weaver *announced that the annual OleSkool Weekend Cookout would be held all day on Sunday, August 23, at Lakewood Park as part of the Labor Day weekend celebration. She encouraged residents to attend and enjoy the community event.*

On a motion of Alderman Mosley, duly seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to **ADJOURN AT 9:27 P.M.**

MJD/ec

BOA-Minutes 8-17-2026

Item #1

2026-2027 ANNUAL REPORTS

The following are available ONLINE ONLY:

Police Department
Public Works
Information Technology
Waterbury Public School
Fire Department
Human Resources
Department of Inspection
Tax Collector
Engineering Department
Silas Bronson Library
Health Department
Office of the Corporation Counsel
Department of Finance

How to find the 2026-2027 Department Annual Reports on the City's Website:

Go the City's Webpage (waterburyct.org) select the "Government & Services" Tab

From your list on the left select "Departments"
From you list on the right select "Departments Annual Reports"
From your Choose your Category select ("Fiscal Year 2026").

#2

From: James Gatling
Sent: Wednesday, 29 July 2026 20:45:37
To: ppernerewski@waterburyct.org <
Cc: James Gatling**Subject:** Resignation Waterbury Land Bank Authority

Greetings,

Please consider this transmittal as my resignation from the Board of Directors for the Waterbury Land Bank Authority.

I am grateful for the opportunity to have served the residents of Waterbury during the time that the Waterbury Land Bank Authority was created and started to revitalize vacant property in the City.

I wish the Waterbury Land Bank Authority much success as it strives to play its role in stabilizing the land in the neighborhoods and central business district of Waterbury.

Respectfully,

James H. Gatling PhD

WATERBURY CITY CLERK
RECEIVED
2026 AUG 13 P 4:05

WATERBURY
DEVELOPMENT CORPORATION

To: Michael Digiovancarlo
President, Board of Aldermen

Members, Board of Aldermen

Mayor Paul K. Pernerewski, Jr.

From: Mansi Doshi MD
Project Manager, WDC

Date: August 22, 2026

RE: **Professional Services Agreement for Architectural and Engineering Design Services for Design for the new construction of Fire Station#5 between City of Waterbury and Silver Petrucelli in the amount of $579,077**

I request approval of the Professional Services Agreement for Architectural and Engineering Design Services for the construction of the new Fire Station #5

Ten responses to Request for Proposal (RFP) #8 for Professional Design Services for the Fire Station #5 Project were received.

- Silver Petrucelli - $392
- Gaito - $
- Landmark - $
- KBA- $
- Marchetti- $
- Russell + Dawson- $7,000
- Friar- $50
- Lothrop-$1,658,443
- Galante- $73
- Gisolfi- $

A selection committee was formed to review the submissions. The Selection Committee consisted of :

Kevin McCaffrey, Director of Purchasing
- James Keeley, Assistant Director of Finance
- William Zhuta, Waterbury Public Schools
- Sean Barry, Waterbury Fire Department
- Javier Lopez, Chief, Waterbury Fire Department
- Mansi Doshi, Project Manager, Waterbury Development Corporation (WDC)
- Santiago Valencia, Project Manager, Waterbury Development Corporation (WDC)

The Selection Committee reviewed the project history evaluated the submitted proposals, and selected the five lowest-priced, qualified firms, based on their relevant construction experience for interviews. The firms invited to interview were Silver Petrucelli, Gaito Landmark KBA, and Marchetti.

Following the presentations, each firm was requested to submit their Best and Final Offer.

Based on Silver Petrucelli's successful experience working with the City of Waterbury and the Waterbury Development Corporation on the Fire Station # project, along with its demonstrated qualifications and it's submission of the lowest Best and Final Offer, the Selection Committee unanimously recommended awarding the contract for Professional Design Services for the Fire Station Project to Silver Petrucelli in the amount of $

Of note, the fee includes the design and relocation of Rotella School's playground, basketball court, and athletic field, as the construction of the new Fire Station will be on the site of Rotella's current athletic field as previously approved by the Board of Education and the Board of Aldermen.

The following items 1-11, 14-15 and 17 are approved under existing bond authorization in the amount of $469,053. Items 12, 13 and 16 are related to construction administration services in the amount of $110,022 and would be funded with a new City bond authorization requiring Board of Alderman approval. WDC will only award items 12, 13, and 16 upon receiving approval and issuance of the new bonding from the Board of Aldermen.

Item	Item Description	FUNDING	Cost
1	Base Bid Conceptual Document Development	Approved City Bond	$18,244.00
2	Base Bid Schematic Document Development	Approved City Bond	$41,558.00
3	Base Bid Design Development Document Development	Approved City Bond	$129,218.00
4	Base Bid Construction Document	Approved City Bond	$86,591.00
5	Certified Estimating Firm	Approved City Bond	$24,750.00
6	Scheduler - Design	Approved City Bond	$5,198.00
7	Geo-Technical Drilling, Testing, and Evaluation	Approved City Bond	$32,000.00
8	Partial Boundary & Topographic Survey	Approved City Bond	$23,625.00

9	Phase One Environmental Site Assessment	Approved City Bond	$6,825.00
10	Traffic Study	Approved City Bond	$53,250.00
11	Base Bid - Bidding Services	Approved City Bond	$7,796.00
12	Base Bid Construction Administrative Services	Contingent upon award of funding	$92,824.00
13	Post Construction Services	Contingent upon award of funding	$5,198.00
14	Additional Services - Exploratory Work	Approved City Bond	$15,000.00
15	Additional Services - Design	Approved City Bond	$15,000.00
16	Additional Services - Construction Administration	Contingent upon award of funding	$12,000.00
17	Additional Services - Unforeseen	Approved City Bond	$10,000.00

Attached for your review and consideration is the proposed contract amendment and all supporting documentation.

I look forward to answering any questions you may have regarding this request.

Thank you for your consideration of this matter.

Attachment

cc: Attorney Joseph P. Yamin, via email, w/o attachment.
James Nardozzi, via email, w/o attachment.

PROFESSIONAL SERVICES AGREEMENT (RFP NO. 8778)
for
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR DESIGN
FOR THE NEW CONSTRUCTION
of
FIRE STATION NUMBER 5
between
THE CITY OF WATERBURY
and
SILVER PETRUCELLI AND ASSOCIATES, INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY** ("CITY"), located at Waterbury City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and **SILVER PETRUCELLI AND ASSOCIATES, INC.**, located at 3190 Whitney Avenue, Hamden, Connecticut 06518, a duly registered Connecticut corporation (the "Consultant").

WHEREAS the Consultant submitted a proposal to the CITY responding to **RFP NO. 8778**, titled **ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR DESIGN FOR THE NEW CONSTRUCTION OF FIRE STATION 5** (the "Project") for the CITY to be located on 59,528 square feet or 1.37 acres on a portion of the Rotella Magnet School property located on Pierpont Road in the City; and

WHEREAS the CITY selected the Consultant to perform services regarding **RFP NO. 8778**; and

WHEREAS the CITY desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement for the Project.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Scope of Services.** The Consultant shall furnish all the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as the "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the CITY. As more particularly described in **Section 1.1** and **Attachment A**, the Consultant will provide all necessary architectural and engineering services necessary to prepare design and engineering plans and bidding documents and provide construction administration services (subject to the City securing the necessary funding for this task) as part of the Project. The Consultant agrees that the compensation, as stated in Article 6, represents adequate and sufficient consideration for his provision of all its professional services (including those of his consultants (when approved by the CITY)) necessary to complete the Project, whether or not those services are

individually expressed in this Agreement, the only exceptions to this being: (a) cost of those services that are provided by third parties and that are expressly designated therein as being the "CITY's responsibility" or are "CITY provided"; and (b) the cost of those engineering or consulting services that become necessary as a result of change in Project scope affecting the Consultant and that are the subject of a written agreement between the CITY and the Consultant as provided herein. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work at its own cost and expense and as the CITY may require to be deemed complete.

1.1. The Project consists of the architectural and engineering services referred to above and more particularly detailed and described in **Attachment A**, which is material element of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1. Consultant's Proposal submitted in response to **RFP NO. 8778**, consisting of 81 pages, dated June 4, 2026, attached hereto;
2. Consultant's Fee Proposal (revised) with cover letter and consisting of 8 pages, dated July 9, 2026;
3. **RFP NO. 8778**, incorporated by reference;
4. Solicitation Addendum No. 1 from **RFP NO. 8778**, dated May 27, 2026, attached hereto;
5. Consultant's Certificate(s) of Insurance, attached hereto;
6. Consultant's Stockholder's Affidavit, Non-Collusion Affidavit, and Debarment Certificate, incorporated by reference;
7. All applicable Federal, State and local statutes, regulations charter and ordinances to the extent such provisions are applicable to professional service agreements are made part of this Agreement;
8. All permits and licenses, incorporated by reference; and
9. All amendment(s) and Change Orders issued by the CITY after execution of Contract, incorporated by reference.

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

1.2.1 Federal, State, and local laws, regulations, charter and ordinances;

1.2.2 Contract Amendment(s) and Change Orders;
1.2.3 Contract;
1.2.4 RFP Addenda;
1.2.5 RFP Documents; and
1.2.6 Consultant's 81-page proposal, dated June 4, 2026, including a revised fee schedule, entitled "New Construction of Fire Station 5 – Fee Revision" and dated July 9, 2026.

2. Consultant Representations Regarding Qualification, Accreditation and Personal Services. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the CITY relies upon these. The services provided by the Consultant are deemed to be personal services. The Consultant shall assign leadership positions to those persons listed in **Attachment A**. The Consultant shall not make substantial changes to this team without the approval of the CITY. Should circumstances beyond the control of the Consultant result in changes to this team, the Consultant shall submit the credentials of the proposed replacement team member for the CITY's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the CITY's rights to terminate the Contract, as provided for in this Agreement. Termination by the CITY because of a change in the Project Team shall be deemed a justifiable Termination for Cause.

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

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

3. Responsibilities of the Consultant. All data, information, etc. given by the CITY to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the CITY and confidential unless the CITY agrees in writing to the contrary

and shall be used solely for the purpose of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into its possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the CITY of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner required herein.

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

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

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

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

3.5. Standard of Performance. The Consultant agrees to provide professional services that reflect the highest standards of professional care. If changes in schedule are requested by the CITY or otherwise develop during the Project that would require the Consultant to perform with a lesser standard of care to meet the schedule, it is solely the responsibility of the Consultant to notify the CITY in advance in writing that such deviation will be required and to provide to the CITY the specific basis for that opinion. The Consultant shall not deviate to a lesser standard of care in the absence of express written authorization by the CITY. This paragraph shall not be construed to authorize performance by the Consultant at a standard of care that is less than that which is required by law, or which is expected of consultants practicing under similar circumstances and conditions.

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

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

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

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

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

specifications and pricing for the Project.

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

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

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

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

3.8. Reporting Requirement. The Consultant, unless directed otherwise by the CITY, shall deliver written reports bi-weekly to the Waterbury Development Corporation (the Project Manager as designated in **Section 4**) and the Waterbury Fire Department (the "Using Agency") setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's **Section 6** total compensation, the percentage of the total compensation represented by the work and services described in subsection 3.8(iii) above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's **Section 6** total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by Consultant's designated representative. The Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract and the CITY hereby reserves the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the CITY. Upon the CITY's receipt of Consultant's written request, the CITY will provide the Consultant with all documents, data and other materials the CITY agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the CITY will endeavor to secure, where feasible and where the CITY agrees it is necessary and appropriate, materials or information from other sources

requested by the Consultant for the purpose of carrying out the services under this Contract. Additionally, the CITY shall be responsible for securing all necessary zoning and land use approvals necessary for the Project; in the event such approvals are delayed and not forthcoming in a timely manner, Consultant shall be entitled to a reasonable extension of the Contract Time (defined below) associated with said delay. The CITY may, in its sole discretion, designate person(s) to act as the CITY's Project Manager and the CITY may, in its sole discretion, define such person(s) authority and responsibilities; at the onset, the Waterbury Development Corporation ("WDC") is so designated as Project Manager.

5. Contract Time. The Consultant shall commence all work and services required under this Contract upon the CITY's issuance of a Notice to Proceed and shall finally complete the Project in accordance with the following Project Milestones ("Contract Time"):

Project Milestone No. 1 – Consultant shall complete the final design for the recreational fields' relocation and the preliminary/conceptual design for the rest of the Project within ninety (90) days from CITY's written Notice to Proceed.

Project Milestone No. 2 – Consultant shall complete the Design Phase including all disciplines within one hundred eighty (180) consecutive calendar days from CITY's written Notice to Proceed.

Project Milestone No. 3 – Consultant shall complete the Bidding Phase within (42) consecutive calendar days from completion of the Design Phase.

Project Milestone No. 4 – Consultant shall complete the Construction Administrative Phase within four hundred twenty (420) consecutive calendar days from CITY's written Notice to Proceed for the actual construction of the subject fire station. Again, this task is contingent upon the CITY securing additional funding for it.

Attached hereto as **Attachment B** is the Project Schedule.

5.1. Time is of the essence in this Agreement. The Consultant will be bound by Project Milestones and will not deviate from it without the CITY's prior written authorization. It is expressly understood and agreed, by and between the Consultant and CITY, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to CITY imposed fines and/or penalties in the event the Consultant breaches the foregoing milestone dates equal to **Seven Hundred Fifty Dollars ($750)** in liquidated damages for each calendar day the Consultant exceeds the performance time provided above and Consultant agrees that such liquidated damages are not a penalty and are fair and reasonable as the CITY's damages are difficult to ascertain in the event of such breach.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Consultant further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above and in accordance with **Attachment B**. It is expressly understood and agreed, by and between the Consultant and CITY, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Consultant shall pay to the CITY the sum of the greater of **Seven Hundred Fifty Dollars ($750.00)** per calendar day for each calendar day for which the Consultant is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in **Section 5**, or the actual damages incurred by the CITY caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the CITY shall suffer due to such default.

5.2.1.2 The CITY shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Consultant under this Contract. The Consultant understands that if the entire Work or of any portion of the Work that the CITY has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire **Section 5**, the CITY will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the CITY for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3. No Damage for Delay. In no event shall the Consultant be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The CITY's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the CITY's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **FIVE HUNDRED SEVENTY-NINE THOUSAND SEVENTY-SEVEN DOLLARS ($579,077)** and shall be in accordance with Consultant's proposal, dated July 9, 2026, and more particularly attached in **Attachment A**. The hourly rates, if any, set forth in said attachment shall be used for invoicing purposes. Any portion of the fee associated with construction administration services is contingent upon the CITY securing additional funding for that task. In no event shall the cost of the Project exceed the fee set forth above and which is summarized below along with the funding source:

The following items 1-11, 14-15 and 17 are approved under existing bond authorization in the amount of $469,055. The items 12, 13 and 16 are related to construction administration services in the amount of $110,022 and would be funded with a new bond authorization requiring Waterbury Board of Alderman approval. CITY will award these items in the total amount of $110,022 contingent upon receiving approval and issuance of the new bonding for the construction of a new Fire Station No. 5.

Item	Item Description	FUNDING	Cost
1	Base Bid Conceptual Document Development	Approved City Bond	$18,244.00
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16	Additional Services - Construction Administration	Contingent upon award of funding	$12,000.00

17	Additional Services - Unforeseen	Approved City Bond	$10,000.00

6.1.1 Owner Controlled Contingency/Allowance. At the sole discretion and control of the CITY, the contingency or any allowance amount as set forth above shall be utilized for the payment to the Consultant for additional work not covered by this contract and requested and approved by the CITY in writing to be performed by the Consultant. The basis for payment for the additional work under the contingency or allowance shall be separate and apart from the Base Payment set forth above. The contingency or allowance shall be the funding source for any CITY approved additional work and services not provided for in this Contract. Unless properly approved in writing by the CITY (**see Section 25**), the Consultant shall not be entitled to any compensation from such contingency or allowance. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for the Consultant to provide said service.

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in **Section 6.1.** above. Such compensation shall be paid by the CITY upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the CITY. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the CITY.

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP NO. 8778** shall be solely borne by the Consultant and are not included in the

compensation to be paid by the CITY to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the CITY under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the CITY that all payments required under this subparagraph have been made. Additionally, during the course of the Project, at the CITY's option, it may require partial waivers of lien and claim from the Consultant and all subcontractors and materialmen with each payment application.

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

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the CITY, its Boards, the Waterbury Fire Department, commissions, agents, officials and employees, as well as Waterbury Development Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the

labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the CITY or any of its boards, agents, employees or officers or Waterbury Development Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors and shareholders by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the CITY, Waterbury Development Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, commissioners and officials as provided in this Contract.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY, its boards, agents, employees or officers, as well as Waterbury Development Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions and officials as provided herein.

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

the Consultant and as to any award made thereunder.

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

9. Consultant's Insurance.

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

9.2. At no additional cost to the CITY, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the CITY and Waterbury Development Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor, or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

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

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

9.4.1 General Liability Insurance: **$1,000,000.00** per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00**; products and completed operations aggregate; providing coverage to protect the CITY and Waterbury Development Corporation for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: **$1,000,000.00** combined single limit (CSL); providing coverage to protect the CITY and Waterbury Development Corporation with respect to claims for damage for bodily injury and/or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non- owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident: **$1,000,000**
EL Disease Each Employee: **$1,000,000**
EL Disease Policy Limit: **$1,000,000**

Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Professional Liability Insurance: **$1,000,000.00** each claim. **$1,000,000.00** aggregate limit professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

9.4.5 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances: **$1,000,000.00** each occurrence and **$1,000,000.00** aggregate.

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

9.6. Cancellation: The CITY and Waterbury Development Corporation shall receive a written cancellation notice from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

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

9.8. Upon execution of this Agreement, the Consultant shall deliver to the CITY a copy of the Consultant's insurance policies, endorsements, and riders.

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

12-430(7) of the State of Connecticut General Statutes. All applicable sections of the CITY Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid for by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

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

10.3.2 The Consultant is aware of, and shall comply with to the extent applicable, the provisions of both the Federal Davis-Bacon Act and the American Rescue Plan Act of 2021, the provisions of both acts are hereby

incorporated by reference and made a part of this Contract.

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the CITY and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Place Holder.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 13.1** was wrongful, such termination will be

deemed converted to a termination for convenience pursuant to **Section 13.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Section 13.2**.

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

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Contract by the Consultant, and the CITY may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the CITY from the Consultant is determined. To the degree that the Consultant's negligent conduct, failure to perform, or omissions results in damage to the CITY, the Consultant will be liable for those damages. Nothing in this Agreement shall relieve the Consultant of liability for the consequence of the failure to fully perform his services meeting the requisite standard of care as established in this Agreement.

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

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

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

written notice of termination to the Consultant.

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

13.3.3 No Payment for Lost Profits. In no event shall the CITY be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the CITY for lack of funding or convenience, the CITY shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the CITY as of the Termination Date and the Consultant shall relinquish to the CITY any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in

possession of and paid for by the CITY (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the CITY and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

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

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

14. Ownership of Instruments of Professional Services. The Consultant hereby assigns to the CITY, without reservation, all copyrights to all project related documents, models, photographs, and other expressions created by the Consultant. Among those documents are certain "Instruments of Service", including but not limited to the data, studies, reports, specifications, deliverables, drawings, prints, maps, etc. prepared for the CITY. Also, the CITY's obligation to pay the Consultant is expressly conditioned upon the Consultant's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Consultant to the CITY as expressed in this subparagraph,

which copyrights the Consultant, in turn, hereby assigns to the CITY. The CITY, in return, hereby grants the Consultant a nonexclusive license to reproduce the document for purposes relating directly to the Consultant's performance of this Project, for the Consultant's archival records, and for the Consultant's reproduction of drawings and photographs in the Consultant's marketing materials, provided the contents of those materials, as to this Project, are approved in advance by the CITY in its reasonable discretion. No other project-related documents may be reproduced for any other purpose without the express written permission of the CITY in its reasonable discretion. No other copyrights are included in this grant of nonexclusive license to the Consultant. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Consultant or the commission by the Consultant of a tort or a crime potentially affecting the CITY or the Project. This nonexclusive license is granted to the Consultant alone and shall not be assigned by the Consultant to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon Consultant's assignment of this nonexclusive license to another or his attempt to do so.

15. Force Majeure. Consultant shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in **Section 5** of this Contract.

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

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

17. Assignability. The Consultant may not assign his interest or obligations under this Agreement without the written consent of the CITY, which consent may be withheld by the CITY without cause. The CITY reserves the right, upon notice to the Consultant, to assign this Agreement to an institutional lender providing financing for the Project or to other persons ready and capable of performing the CITY's obligation under the Agreement. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the CITY; provided, however, that claims for money due or to become due the Consultant from the CITY under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

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

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

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

22. Independent Contractor Relationship. The relationship between the CITY and the Consultant is that of client and independent contractor. No agent, employee, or servant of the

Consultant shall be deemed to be an employee, agent or servant of the CITY. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the CITY, but is/are and shall remain an independent contractor relative to the CITY and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the CITY and the Consultant or between the CITY and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

25.1. If the Consultant determines that services beyond the Project's scope are required, it shall notify the CITY in writing, stating the basis for that determination and the fees and expenses that the Consultant believes will be incurred by the CITY if the CITY authorizes such services. Under no circumstances will the CITY be obligated to compensate the Consultant or others for fees and expenses related to additional services unless the CITY has authorized the performance of such services in writing in advance. Upon receipt of such written notice, at the sole discretion of the CITY, a Change Order may be issued solely by the CITY to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract **OR** is made pursuant to a

provision in the original Contract, **AND**

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

25.1.3 the Final Completion Date has not been changed.

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

25.2.1 an upward adjustment to a Consultant's payment claim; or
25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the CITY and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the CITY's **RFP NO. 8778** and **(ii)** the Consultant's proposal responding to **RFP NO. 8778.**

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance; Forum Selection. The Consultant agrees that it waives a trial by jury as to all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. The CITY may elect to subject disputes arising out of this Agreement to resolution by meditation, arbitration, or litigation. This election can be made at any time by the CITY. Unless otherwise agreed by the parties at the time of such election, the rules governing mediation or arbitration invoked by the CITY shall be the Construction Industry Dispute Resolution Procedures of the American Arbitration Association. The Consultant hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration. The Consultant also agrees to prepare or modify all project related documents used or prepared by the Consultant, including, but not limited to, Agreements between Consultant and his consultants, Agreement between the CITY and other parties, and any other agreement for this Project to reflect this waiver and to coordinate all original documents prepared by the Consultant and his Consultants to conform with this paragraph. The Consultant waives all objections to joinder of the Consultant as a party to any mediation, arbitration, or litigation related to this Project in which the CITY is joined or is otherwise positioned as a party and in which the Consultant's conduct or his performance of professional services is in any way relevant to the subject of a dispute. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the CITY. Finally, the prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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

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

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

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

Consultant: Silver Petrucelli and Associates, Inc.
3190 Whitney Avenue

Hamden, CT 06518

WDC: Third Floor
83 Bank Street
Waterbury, CT 06702

With a copy to: Corporation Counsel's Office
City Hall, Third Floor
235 Grand Street
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether they are expressly stated in this Contract, including but not limited to the following:

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

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

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

associated therewith, under a Contract or Purchase Order to the City.

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

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

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

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

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

32.9. The Consultant is hereby charged with the requirement that it shall have

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *https://www.waterburyct.org/content/9569/9605/9613/15125.aspx* [click link titled "The City of Waterbury Code of Ordinances Rev. 12/31/19". For Chapter 38, click on "**TITLE III: ADMINISTRATION**", then click on "**CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM**". For Chapter 39, click on "**TITLE III: ADMINISTRATION**", then click on "**CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST**"].

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

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

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

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

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

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

WITNESSES:

_____

_____

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

SILVER PETRUCELLI AND ASSOCIATES, INC.

By: _____
David J. Stein, Vice-President

Date: 8/18/26

ATTACHMENT A

ATTACHMENT B

ARCHITECTS
ENGINEERS
INTERIORS

Silver Petrucelli + Associates
silverpetrucelli.com



We just broke ground on the new Oswegatchie Fire House in Waterford.

architecture and engineering services

Design Services for the New Fire House #5

City of Waterbury | RFP# 8778 | June 4, 2026

June 4, 2026

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

Re: New Construction of Fire Station 5
RFP# 8778
SP+A Project No. 26.073

Dear Mr. McCaffery:

SP+A brings the continuity of our Waterbury team and experience programming and designing Fire Station 5 at the previous location to this move to the Rotella Magnet School site. In addition to our work on Fire Station 5, the renovations to modernize Fire House 1 are currently under construction.

FIRE STATION SPECIALIZATION

We have worked closely with dozens of fire, police, and emergency services staff to incorporate their individual operations and processes into their new or renovated facilities. ***Our stations are award-winning, and LEED certified!*** Several stations are under study, design or construction right now including new firehouses in Norfolk, Waterford, and renovations in New Milford, Waterbury, East Haddam and Voluntown. We have in-depth understanding of current trends in firehouse design including hazard management and crew considerations as well as ISO Class I experience.



Bristol's Fire Station #3 had its ribbon cutting just a few weeks ago.



Breaking ground on Norfolk's new station in December.



Oswegatchie Fire House in Waterford just broke ground last week.

EXPERIENCED TEAM

In addition to our "integrated" in-house we have retained familiar subconsultants to cover each area of experience needed for this project. This includes Benesch, civil and site engineers, a firm that has assisted us recently on Bristol, Norfolk and Oswegatchie fire houses pictured above. Bringing such recent, relevant teaming experience to this project means Waterbury has some of the best firms in their fields and delivery of high quality services.

We are passionate about this type of work and look forward to the opportunity to complete this project for the City of Waterbury. If we can be of further assistance, or if you should need any further information, please feel free to contact me at 203-230-9007 x201 or dstein@silverpetrucelli.com.

Sincerely,

David J. Stein, AIA
Principal

Silver Petrucelli + Associates
3190 Whitney Avenue | Hamden CT 06518
311 State Street | New London CT 06320
203 230 9007 *silverpetrucelli.com*

City of Waterbury
New Construction of Fire Station 5

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Proposer Information

a. Firm Name	Silver, Petrucelli & Associates
b. Permanent main office address	3190 Whitney Avenue, Hamden, CT 06518
c. Date firm organized	October 1991
d. Legal form of ownership. If corporation, indicate where incorporated	Corporation/CT
e. How many years have you been engaged in service you provide under your present name?	35+ years
f. List names, title, reporting relationships, background and experience of the principal members of your organization including officers.	See below.
g. Names, titles, relationships and experience of individuals assigned to this project	See Section II
h. Business status	Small
h. Relationship with consultants	No legal relationship



Bob Banning, PE; David Stein, AIA; Dean Petrucelli, AIA; Amanda Cleveland, NCIDQ; Chris Nardi, AIA

Dean Petrucelli, AIA
Principal | President

Dean Petrucelli co-founded SP+A in 1991. He brings design vision, leadership and expertise to the firm's design approach. He is a creative and talented designer and leads in the production of all projects. His extensive knowledge of sustainable design, code and construction underlies his approach to design. Dean has built and maintained strong relationships with local school districts and municipal leaders. He is the lead designer on most of the firm's high-profile projects and leads each project through the entire design and construction process, mentoring design staff along the way.

Professional Registrations
- Registered Architect: CT
- Registered Interior Designer: CT

Affiliations and Activities
- Lecturer, Building Official Career Development Program, CT Department of Public Safety
- Design Juror, Architectural Program, Norwalk Community College
- American Institute of Architects
- Connecticut Society of Architects
- Architectural Advisory Committee and Design Critique, Norwalk Community College

Education
- B.S. Architectural Engineering Technology, New York Institute of Technology
- A.S. Architectural Engineering, Norwalk State Technical College

David Stein, AIA
Principal | Vice President

David Stein transitioned his 20+ years of design and project management for the firm to leading the firm's business development efforts. He has extensive experience working with and managing large scale projects with multidisciplinary teams. He has an excellent record as a team builder and effectively manages client and community relations for design projects. His design and project management background includes educational, municipal and financial projects. David manages the firm's decades-long relationships with some of the region's most prominent financial institutions and law firms.

Professional Registrations:
- Registered Architect: CT, VT, NY, NCARB
- Registered Interior Designer: CT
- Historic Architect: CT

Affiliations and Activities
- Design Juror, Architectural Program, Norwalk Community College
- American Institute of Architects
- Connecticut Society of Architects
- Board of Directors, AIA Connecticut
- Architectural Department Advisory Board member, Norwalk Community College
- Former Chair, Emerging Architects

Education
- Bachelor of Architecture, Pratt Institute
- A.S. Architectural Engineering, Norwalk State Technical College
- Summer Program, Rhode Island School of Design
- Design Certificate, University of Copenhagen

Robert Banning, P.E.
Principal | Secretary

Bob leads SP+A's electrical and mechanical engineering practice. He reviews construction shop drawings for compliance with the current codes and standards and handles all phases of projects, including client contact, programming, design development, construction document production, consultant coordination, and construction administration. As chief electrical engineer he manages the electrical engineering team in the preparation of specifications and plans for electrical power systems, utility and emergency back-up power distribution, interior and exterior lighting, fire alarms, security, access control, instrumentation and control systems including inspection and evaluation of existing electrical systems.

Professional Registrations
- Licensed Engineer: CT, MA

Affiliations and Activities
- Fireman
- Scout Master Troop 472
- NFPA Member

Education
- B.S. Electrical Engineering, University of Connecticut
- A.S. Nuclear Technology, Thames Valley Technical College

Amanda Cleveland, IIDA, NCIDQ
Principal | Co-Treasurer

Amanda leads the firm's interior design team and has managed many projects, selecting interior and architectural finishes, designing and documenting millwork, as well as selecting and specifying all interior furnishings. Her design expertise is being able to select environmentally friendly, sustainable and practical products while remaining fiscally responsible. Amanda took over leadership of IIDA's New England's Hartford City Chapter in 2017.

Professional Registrations
- Registered Interior Designer: CT
- NCIDQ Certificate

Affiliations and Activities
- IIDA New England

Education
- B.S. Interior Design, Wentworth Institute of Technology

Christopher Nardi, AIA
Principal | Co-Treasurer

Chris Nardi maintains a leadership role in all of his projects from start to finish. He has designed a wide range of projects from small to large across various practice areas including education, municipal, residential, and mixed-use. He is dedicated to collaborating with both the internal and external team members to achieve a seamless and timeless design solution, approaching each by combining all of the components including the client and user needs, challenges, site conditions, as well as the budget and schedule into a unique solution for each project. Chris's commitment to his clients begins with listening and an attention to detail to transform the customer experience into the buildings he designs.

Professional Registrations
- Registered Architect: CT
- Historic Architect: CT

Education
- B. Architecture, *cum laude*, Roger Williams University

Philosophy & Business Focus







SP+A
ARCHITECTS
ENGINEERS
INTERIORS

SP+A is an award-winning, integrated architecture, engineering, and interior design practice. We value project opportunities that make a positive impact in the community whether its preserving a treasured historic building, creating a state-of-the-art learning facility, modernizing workspaces, or designing public safety and civic projects including libraries, senior/community centers and municipal buildings.

We share a vision that combines design excellence and innovation with tested processes to meet the needs of our projects. Projects include new construction, renovate-as-new, expansion, repair and renovation, code conformance improvements, HVAC and electrical system design, window, door and roof replacements and more.

Advanced technologies are fully integrated in house to enhance both design and construction and the firm is committed to sustainability and LEED-inspired design solutions that are environmentally responsive and resource efficient.

The firm is a team of dedicated individuals working together to achieve excellence in architecture, engineering and design. Over the past three decades we have grown organically working on new projects and challenges and adding new staff with the skills, experience and expertise our projects need.

SP+A has earned the trust of many of our clients who have returned to us to provide design services for multiple projects. We are proud of the impact our projects have on the communities in which we all work and live.

Year Established: 1991

Total Staff: 55

Principals
Dean A. Petrucelli, AIA, President
David J. Stein, AIA, Vice President
Robert R. Banning, PE, Principal
Amanda M. Cleveland, NCIDQ, Principal
Christopher T. Nardi, AIA, Principal

Design Awards
High Watch Recovery Center, Kent, CT
Eastern CT Fire Training School, Willimantic, CT
James Blackstone Memorial Library, Branford, CT
West Shore Middle School, Milford, CT
Enfield High School Additions and Renovations
Fire Headquarters, Branford, CT
Fire Station #5, East Hartford, CT
Stratfield Elementary School, Fairfield, CT
Fire Headquarters, Woodbridge, CT

Historic Preservation Awards
James Blackstone Memorial Library, Branford, CT
The Ferguson Library, Stamford, CT (2)
First United Church of Christ, Milford, CT

LEED Certified Projects
Fire Station #5, East Hartford, CT (Gold)
Eckersley Hall Senior Center, Middletown, CT (Silver)
Fire Headquarters, Branford, CT (Silver)
QVCC Advanced Manufacturing Facility, Danielson, CT

Architecture
Feasibility Studies & Building Assessments
Design (new construction/renovation)
Historic Preservation & Adaptive Reuse
Specifications
Construction Administration
Grant Assistance

Engineering
Mechanical and Electrical
Plumbing/Fire Protection
Geothermal & Photovoltaic System Design
Energy Analysis and Audit
Life-Cycle Analysis
Utility Rebate Assistance

Interior Design
Space Planning
Programming
Casework Elevations and Detailing
Floor Pattern Planning
Finish Selection (paint, flooring, ceilings)
FF&E Inventory & Specification

1150087

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

SILVER PETRUCELLI & ASSOCIATES INC

3190 WHITNEY AVE
HAMDEN, CT 06518

has been certified by the Department of Consumer Protection as a registered

JOINT PRACTICE

Architecture: Yes **Landscape Architecture: No** **Land Surveying: No** **Professional Engineering: Yes**

Registration #: JPC.0000037
Effective Date: 05/01/2026
Expiration Date: 04/30/2027

verify online at www.elicense.ct.gov

Bryan T. Cafferelli, Commissioner

State of Connecticut

Department of Administrative Services
Supplier Diversity Program

This certifies **Silver Petrucelli & Associates, Inc.**

3190 Whitney Avenue Hamden Connecticut 06518

as a *Small Business Enterprise*
August 31, 2025 through August 31, 2027

Owner(s):	Christopher T. Nardi, AIA, Amanda Cleveland, NCIDQ, Dean A. Petrucelli, AIA, David J. Stein, AIA, Robert R. Banning, P.E.		
Contact:	David Stein	**Telephone:**	203-230-9007 Ext: 3190 W
		Fax:	(203) 230-8247
Email:	dstein@silverpetrucelli.com	**Web Address:**	https://www.silverpetrucelli.com
***Affiliated Businesses:**			
Products & Services:	Architecture, Design, and Planning Services, M/E/P/FP Engineering Services, Interior Design		

Supplier Diversity Director

Supplier Diversity Specialist

*A contractor awarded a contract or a portion of a contract under this section shall not subcontract with any person with whom the contractor is affiliated.

STATEWIDE LOCATIONS

Firehouse Experience









CONDITION | FEASIBILITY STUDIES

Volunteer Fire Company | Beacon Falls
Collinsville Fire House | Canton
Moodus Fire House #2 | East Haddam
Shaker Pines Fire Department | Enfield
East Farmington Fire Station | Farmington
Tunxis Hose Fire Station | Farmington
Farmington Fire Station | Farmington
Asylum Hill Engine Company 5 | Hartford
Volunteer Fire Company | Killingworth
Station #1 | New Britain
Station #2 | New Britain
Station #4 | New Britain
Station #5 | New Britain
Station #7 | New Britain
Station #8 | New Britain
Fire Headquarters | Torrington
Community Fire Company | Thompson
New Firehouse Feasibility Study | Wallingford

RENOVATIONS & ADDITIONS

Fire House #2 | Cheshire
Fire House #3 | Cheshire
Foxon Fire Company #3 | East Haven
Hazardville Fire Department | Enfield
Asylum Hill Engine Company 5 | Hartford
Sisson Avenue Fire House #1 | Hartford
West Shore Fire Station | Milford
Fire Station #4 | New Britain
Fire Company #16 | New Haven
Lanesville Fire Department | New Milford
Fire House #2 | Newington
Volunteer Fire Company | Oxford
Terryville Fire Station #2 | Plymouth
Fire House | Roxbury
Great Hill Hose Company | Seymour
Firehouse Expansion | Sherman
Volunteer Fire Department | Voluntown
Washington Fire House | Washington Depot
Fire House #1 | Waterbury
Fire Headquarters | Woodbridge

NEW CONSTRUCTION

Fire Headquarters | Branford
Indian Neck Fire House | Branford
Firehouse #3 | Bristol
Fire House #5 | East Hartford (LEED Gold)
New Firehouse | Norfolk
Emergency Services Center | North Stonington
Eastern Connecticut Fire Training School | Willimantic
North Farms Volunteer Fire Station | Wallingford
Fire House | Washington
Oswegatchie Fire House | Waterford

Project Performance / References

Project	Scope	Size	Year Awarded	Year Completed	Construction Cost	Reference
Fire HQ Branford, CT	New Construction	31,000	2009	2012	$10,603,627	Chief Tom Mahoney tmahoney@branfordfire.com 203-488-7266
Indian Neck Firehouse Branford, CT	Demo and Reconstruction	5,250	2017	2019	$1,497,805	Chief Tom Mahoney tmahoney@branfordfire.com 203-488-7266
Fire Station #3 Bristol, CT	New Construction	10,314	2023	2026	$6,696,254	Chief Richard Hart richardhart@bristolct.gov 860-584-7964 x 8100
Moodus Fire Station #2 East Haddam, CT	Renovation and Expansion	14,137	2022	2027	$11,178,860 (DD Estimate)	Craig Mansfield, Project Manager craig.mansfield@easthaddam.org 860-873-5103
Fire Station #5 East Hartford, CT	New Construction	16,000	2006	2010	$5,639,797	Chief Kevin Munson 860-291-7402
Sisson Avenue Firehouse #11, Hartford, CT	Renovations	13,884	2019	2021	$2,898,291	Frank Dellaripa, City Engineer frank.dellaripa@hartford.gov 860-757-9975
Norfolk Fire Station, Norfolk, CT	Renovation	10,131	2021	2027	$9,283,247 (includes CM)	Matthew Riiska mriiska@norfolkct.org 860-542-5829
Emergency Services Center, North Stonington, CT	New Construction	14,577	2013	2017	$4,304,084	Charles Steinhart chief@nsvfc.com 860-535-0937
North Farms Fire/EMS Facility, Wallingford, CT	New Construction	14,000	2012	2014	$4,014,189	James Buck, Fire Chief j.buck@wallingfordct.gov 203-294-2730
Oswegatchie Fire House Waterford, CT	New Construction	10,221	2024	2027	$7,946,843	Robert Tuneski, Bldg Committee Chairman rtuneski@waterfordct.org 860-884-1829

Contracts with the City – Last Three Years

Silver / Petrucelli + Associates has been awarded the following projects by the City of Waterbury in the last three (3) years:

- Jefferson Building Fenestration, 2023
- Firehouse #1 Renovations, 2023
- Firehouse #5 New Construction, 2023 (previous location)
- On-Call Engineering (2025 – 2027)

CIT Y OF WATERBURY



Christopher Nardi, AIA
PRINCIPAL



Dean Petrucelli, AIA
DESIGN PRINCIPAL



Justin Tebo, AIA
PROJECT ARCHITECT



Amanda Cleveland, NCIDQ
PRINCIPAL INTERIOR DESIGNER



Bob Banning, P.E.
PRINCIPAL ENGINEER



Ken Eldridge, P.E.
ASSOCIATE | CHIEF MECHANICAL ENGINEER



Rebecca Bouchard, CDT,CSI
ASSOCIATE | SPECIFICATIONS WRITER



Kevin Iassogna
CONSTRUCTION ADMINISTRATOR



benesch
civil engineers



MHAI
Michael Horton Associates, Inc.
CONSULTING STRUCTURAL ENGINEERS



EAGLE
Environmental, Inc.



PACS, llc
Pan American Consulting Services
Professional Estimating

Christopher Nardi, AIA | Principal



Chris Nardi maintains a leadership role in all of his projects from start to finish. He has designed a wide range of projects from small to large across various practice areas including education, municipal, residential, and mixed-use. He is dedicated to collaborating with both the internal and external team members to achieve a seamless and timeless design solution, approaching each by combining all of the components including the client and user needs, challenges, site conditions, as well as the budget and schedule into a unique solution for each project. Chris's commitment to his clients begins with listening and an attention to detail to transform the customer experience into the buildings he designs.

With SP+A since 2009

Professional Registrations

- Registered Architect: CT
- Historic Architect: CT

Education

- B. Architecture, cum laude, Roger Williams University

Affiliations and Activities

- AIA Member
- Tau Sigma Delta Honor Society
- ACE Mentor, 2005-2008
- Fieldstone Farm Architectural Committee, Wallingford, Chairperson
- City of Bristol Planning Commission

Representative Experience

1928 Building Renovations - Farmington
New Firehouse #3 - Bristol
The Little Guild Animal Shelter - West Cornwall
New Hartford Public Library (HPL) Barbour Street Branch - Hartford
Eckersley Hall Senior Center (c. 1929) - Middletown
Hartford Public Library @ Swift Building (c. 1895-1948) - Hartford
Klein Auditorium (c. 1940) Expansion – Bridgeport
Russell LIbrary (c. 1876) Feasibility Study & Pre-Ref Design - Middletown
HPL Albany Avenue Branch Additions/Renovations (c. 1891) - Hartford
Asylum Hill Station #5 Renovations - Hartford
ACES @ Chase Alterations - Waterbury
John Wardlaw Apartments Exterior Renovations - Hartford
Engine #9 Assessment - Hartford
New Senior Center - Colchester
Heminway Municipal Complex Town Hall Conversion – Watertown
Sisson Avenue Firehouse Interior Renovations - Hartford
Fire Training School Design – Willimantic
NECCOG Animal Shelter – Dayville
New Animal Shelter – Harwinton
James Blackstone Memorial Library (c. 1896) Renovations - Branford
Animal Shelter Renovation and Expansion – Woodbridge
New Ambulance Headquarters - Newtown
COG of Central Naugatuck Valley Regional Animal Shelter Study – Waterbury
Greater New Haven Transit District Site Selection & Facility Design - Hamden
Enrico Fermi High School Reuse Study – Enfield
Town Buildings Facilities Assessments - Thomaston
901 Main Street Renovations - Manchester
Town Buildings Space Needs Assessment - Seymour
Bishop's Corner Library Interior Renovations – West Hartford
Town Hall Space Needs Analysis - Stonington
Town Hall Vault Expansion Study - Manchester
EASTCONN Administrative Office Additions & Renovations - Hampton
UCONN Marine Science Bldg. Interior Renovations - Avery Point
CRCOG Animal Shelter Site Assessment Study - Hartford
Manchester CC Cheney Dining Room Renovations -Manchester
Wiggin & Dana Interior Renovations to Law Offices - New Haven
Opera House Assessment (c.1884) - Thomaston

Dean Petrucelli, AIA | Principal



Dean Petrucelli co-founded SP+A in 1991. He brings design vision, leadership and expertise to the firm's design approach. He is a creative and talented designer, and leads in the production of all projects. His extensive knowledge of sustainable design, code and construction underlies his approach to design. Dean has built and maintained strong relationships with local school districts and municipal leaders. He is the lead designer on most of the firm's high-profile projects and leads each project through the entire design and construction process, mentoring design staff along the way.

With SP+A since 1991

Professional Registrations

- Registered Architect: CT
- Registered Interior Designer: CT

Education

- B.S. Architectural Engineering Technology, New York Institute of Technology
- A.S. Architectural Engineering, Norwalk State Technical College

Affiliations and Activities

- Lecturer, Building Official Career Development Program, CT Department of Public Safety
- Design Juror, Architectural Program, Norwalk Community College
- American Institute of Architects
- Connecticut Society of Architects
- Architectural Advisory Committee and Design Critique, Norwalk Community . ech. College

Representative Public Safety Experience

Oswegatchie Fire House - Waterford
Fire House #5 - Waterbury
Fire House #1 Renovations - Waterbury
Fire Department Renovations - Winsted
Fire Department Design/Build - Tolland
Fire House Renovations and Expansion - Norfolk
New Emergency Management Center - North Stonington
Police Department Relocation and Renovations – East Lyme
Police Department Study & New Facility – North Branford
Fire House Expansion - Plymouth
Police Department Cell Block Renovations - Windham
Fire Headquarters Expansion - Beacon Falls
Volunteer Firehouse Expansion - Bozrah
Public Works & Fire Headquarters Expansion & Renovations - Branford
Fire Station #8 Renovation - Bridgeport
Fire Station #3 Expansion & Renovations - Cheshire
New Fire Station & Maintenance Facility - East Hartford
Public Safety Complex Renovations - Hamden
New West Shore Fire Station - Milford
Fire Company #16 Expansion & Renovations - New Haven
New Ambulance Facility - New Milford
Firehouse #2 Addition & Renovation - Newington
U.S. Naval Station Fire Station #8 Renovation & Expansion - Newport (RI)
New Ambulance Headquarters - Newtown
New Ambulance Company Headquarters - North Branford
Police Department Renovation - North Branford
Public Safety Complex Renovation & Expansion - North Branford
Ambulance Association Renovations & Expansion - Oxford
New Fire Company #1 - Oxford
Firehouse Modernization & Expansion - Sherman
Police & Emergency Services Facility Expansion & Modernization - Southbury
New Firehouse & EMS Facility - Washington
New Fire Station & Renovations - Woodbridge

Justin Tebo, AIA | Project Architect



Justin has more than 20 years of experience in architectural design and a passion for innovative and sustainable solutions. He leads projects from schematic design through construction. Project experience ranges from school construction to workplace and medical offies. He has completed feasibility studies, written specifications and produced detailed construction drawings. Justin is fluent in Archicadd and Revit and is located in our New London studio.

With SP+A since 2024

Professional Registrations
- Registered Architect: CT
- National Council of Architectural Regisration Board (NCARB)

Education
- B. Architecture, Norwich University

Affiliations and Activities
- American Institute of Architects
- AIA CT

Representative Experience

New Highway Garage - Haddam
911 Center Expansion - Westbrook
Congregational Church Elevator Study - Ledyard
Friendship School Playground Improvements - Waterford
Eastern CT Chamber Roof Replacement - New London
High School Future Use Study - East Lyme
On-Call A/E Services - Groton Public Schools
Xavier High School Addition - Middletown
J.M. Wright Technical HS Renovation - Stamford
Old Saybrook Middle School Additions - Old Saybrook
CCSU Arute Field Athletic Complex - New Britain
Bullard Havens Technical HS Renovations - Bridgeport
Killington Public Safety Facility - Killington NH
Police HQ Reuse of Existing Space - Brattleboro, VT
Town Hall, Fire Station and Police Facilities - Hamden
Town Hall and Recreation Department Renovations - Old Saybrook
Riverfront Community Center - Glastonbury
Metro Square Retail Center - Middletown

Amanda Cleveland, NCIDQ | Interior Design Principal



Amanda Cleveland is a talented leader and interior designer with a track record of successful interiors projects for school, municipal, emergency services, and corporate clients. As the founding member of SP+A's interiors department she has grown the interiors practice to be an integral part of the firm's services while having it be equally strong on its own. She integrates effective communication, collaboration, consensus building, and coordination within her busy interiors design team. Amanda balances client requirements with project constraints and translates them into creative design solutions. She is an active member of IIDA.

With SP+A since 2009

Professional Registrations

- Registered Interior Designer: CT
- NCIDQ Certificate

Education

- B.S. Interior Design, Wentworth Institute of Technology

Affiliations and Activities

- Member of IIDA
- Past Director, IIDA New England Hartford City Center Chapter

Representative Experience

Community/Rec Center Expansion - Norwalk
Boys and Girls Club Renovations - Waterbury
Hartford Public Library Barbour Street Branch - Hartford
Innovation Center & Chamber Offices - New London
New Community/Rec Center – New London
M&T Bank Center Redesign - Bridgeport
ACES@Chase Alterations - Waterbury
Brainerd Memorial Library Renovations - Haddam
Senior Center Renovations - Portland
Health and Human Services Space Evaluation - Milford
Evolution Gaming Offices - Fairfield
Scient FCU Branch Renovations - Groton
High Watch Recovery Center Renovation and Expansion – Kent
Law Offices Conversion to Pediatrics Office – North Haven
SoNo Library Interior Renovation - Norwalk
Chelsea Groton Bank Branch Refresh – Norwich, Mystic & Niantic
Roger Sherman Elementary School Interior Renovation – Fairfield
High Watch Cafe Renovations – Kent
H. Smith Richardson Golf Course New Clubhouse – Fairfield
Belden Library Renovation and Expansion – Cromwell
People's United Bank Facilities Inventories – Connecticut
Gallup Hill School Renovate as New – Ledyard
Portland Public Library Interior Renovations/Modernization – Portland
Pine Orchards Country Club Grille Room Addition – Branford
Ferguson Library Bennett Branch Interior Renovations – Stamford
People's United Bank New Branch Seaport District – Boston
Abbey Road Advisors Lobby Renovations – Westport
Pullman & Comley Renovations – Westport
Guilford Savings Bank Operations Center Renovations – Guilford
Pullman & Comley Office Consolidation – Waterbury
People's United Bank Leasing Office Renovations – Philadelphia (PA)
Ledyard Middle School Renovate as New – Ledyard
Silas Bronson Library Interior Renovations – Waterbury
Liberty Bay CU Multiple Office Relocations – Braintree (MA)
Enfield High School Renovate as New - Enfield
New Ambulance Facility - Newtown
Pullman & Comley Law Office Renovations - Hartford
Chatfield - LoPresti Elem. School Expansion/Renovations - Seymour
Crystal Lake Elementary School Renovate as New - Ellington
East Shore Middle School Renovations - Milford
EASTCONN Administrative Office Additions & Renovations - Hampton

Robert Banning, PE | Principal Engineer & Chief Electrical Engineer



Bob Banning leads SP+A's electrical and mechanical engineering practice. He reviews construction shop drawings for compliance with the current codes and standards and handles all phases of projects, including client contact, programming, design development, construction document production, consultant coordination, and construction administration. As chief electrical engineer he manages the electrical engineering team in the preparation of specifications and plans for electrical power systems, utility and emergency back-up power distribution, interior and exterior lighting, fire alarms, security, access control, instrumentation and control systems including inspection and evaluation of existing electrical systems.

With SP+A Since 1993

Professional Registrations

- Licensed Engineer: CT, MA

Education

- B.S. Electrical Engineering, University of Connecticut
- A.S. Nuclear Technology, Thames Valley Technical College

Affiliations and Activities

- Member, Bozrah Volunteer Fire Department
- Certified EMT
- Eagle Scout

Representative Public Safety Experience

New Firehouse #3 - Bristol
New Fire House #5 - Waterbury
Fire House #1 Renovations - Waterbury
New Police Department HQ – North Branford
New Ambulance HQ - Newtown
New Collinsville Fire Station - Canton
Police Department Relocation and Renovations – East Lyme
City-wide Fire Stations Capital Needs Assessments – New Britain
Station #4 Roof Replacement – New Britain
Station #4 HVAC Upgrades – New Britain
Station #4 Window Replacement, Restroom Renovation & Interior Renovation – New Britain
Station #2 Roof Replacement – New Britain
Sisson Avenue Firehouse Interior Renovations - Hartford
Police Department Boiler Replacement – Meriden
Department of Public Safety Cell Block Renovations – Willimantic
Fire Station HVAC, Plumbing, Power, & Lighting Additions - Bozrah
Fire Station Mechanical & Electrical Upgrades - Cheshire
Fire Station #2 Expansion & Renovations - Cheshire
Fire Station #3 Expansion & Renovations - Cheshire
Public Safety Complex Expansion & Renovations – Durham
New Fire Station #5 & Maintenance Facility - East Hartford
New West Shore Fire Station - Milford
Fire Company #16 Expansion & Renovations - New Haven
Firehouse #2 Addition & Renovation - Newington
U.S. Naval Station Fire Station #8 Renovation & Expansion - Newport (RI)
New Ambulance Headquarters - North Branford
Fire Station HVAC, Plumbing, Fire Protection, Lighting Additions - Oxford
Police & Emergency Services Facility Expansion & Modernization - Southbury
Police Department Mechanical & Electrical Engineering - West Haven
Fire Headquarters New HVAC & Electrical System - Woodbridge
Fire Headquarters UST Removal & Replacement – Woodbridge
Police Department Generator Replacement – Bristol
East Haddam Police Communication Tower – East Haddam

Ken Eldridge, PE | Associate/Chief Mechanical Engineer



Ken Eldridge leads SP+A's mechanical engineering team in the preparation of specifications and plans for mechanical, plumbing and HVAC systems. His team inspects and evaluates existing HVAC systems and prepares heating and cooling load calculations, selects and evaluates HVAC equipment; and designs central heating and cooling plants and distribution systems. Ken supervises all plumbing design work including sanitary and domestic water piping systems; traps and interceptors; natural gas piping; and backflow prevention devices. He also coordinates fire suppression and fire sprinkler design work. He is involved in the construction inspection of the mechanical systems designed and reviews all plans for conformance with energy construction code.

With SP+A since 2016

Education

- B.S. Mechanical Engineering University of New Haven

Affiliations & Activities

- Professional Engineer: CT, MA, RI, NY
- National and Local Member of the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

Representative Experience

1928 Building Renovations - Fairmington
Community/Rec Center Expansion - Norwalk
Waveny Mansion HVAC Study and Design - New Canaan
New Community/Rec Center – New London
Burns Latino Studies Academy Renovate as New – Hartford
War Memorial Improvements - Danbury
Mill Hill Elementary School Extensions and Alterations – Fairfield
Guilford Public Schools Covid Compliance Assessments – Guilford
Fairfield Public Schools Covid Compliance Assessments – Fairfield
ACES Wintergreen Magnet School Renovate as New – North Haven
Suffield Middle School Band Room Addition – Suffield
High Watch Recovery Center Expansion – Kent
Hinsdale Elementary School Renovate as New – Winchester
Public Works Department Facilities Study – Guilford
Wood Memorial Library HVAC Upgrades – South Windsor
CT Judicial On-Call Services – Statewide Courthouses
Transfer Station Facilities Plan - Fairfield
Silverbrook Estates Fire Protection Study – Orange
Highland School Boiler Replacement – Cheshire
Alcorn and Stowe Schools Boiler Replacement - Enfield
Cox School HVAC Replacement – Guilford
North School HVAC Replacement – Windsor
Roger Sherman Elementary School Interior Renovation – Fairfield
Hebron Elementary School Lead Pipe Contamination Remediation – Hebron
Hamden High School Pool and Gym Improvements – Hamden
ACES @ Leeder Hill Renovate as New – Hamden
Colebrook Consolidated School Mechanical Improvements – Colebrook
New Haven Juvenile Court Cooling Tower – New Haven
Cultural Community Center HVAC Replacements – East Hartford
Police & Public Safety Buildings HVAC Studies – Waterford
911 Center Cooling Tower Replacement – Stamford
Animal Shelter Expansion – Woodbridge
Bridgeport Courthouse Elevator Replacement – Bridgeport
Town Hall/Youth Services HVAC Study + Performance Spec – Waterford
UCONN Health Center Steam Hot Water System Replacement - Farmington
Kramer Building HVAC Study – Windham
Rockville Courthouse RTU Replacement – Rockville
Wappinger Elementary School Study – South Windsor
University of Connecticut Rome Hall Code Remediation – Storrs
Dolan School Elevator Replacement – Stamford
People's United Bank Boylston Street Branch Renovations – Boston (MA)

Rebecca Bouchard, CSI, CDT | Specifications Writer



Rebecca Bouchard leads our in-house spec writing team in the production of specifications for the company, collaborating with designers, architects and engineers in the development of construction document packages for our projects. She has a broad background in all the projects completed by SP+A from school renovations and additions to municipal building design, and roof replacement projects. Rebecca researches and evaluates manufacturers' product information to assure applicability and resiliency and she manages the firm's continuing education initiative by bringing in product experts that meet SP+A's educational requirements. She is active in the Construction Specification Institute (CSI) and holds her Certified Document Technologist (CDT) certification.

With SP+A since 2000

Professional Registrations

- Certified Document Technologist (CDT)

Education

- B.S. Architectural Engineering Technology, University of Hartford

Affiliations and Activities

- Emerging Architectural Community – Habitat for Humanity

Representative Experience

Community/Rec Center - New London
Wood Memorial Library HVAC - South Windsor
Town Hall Office Renovations - South Windsor
Superior County Security Upgrades - Bridgeport
Town Hall Window Replacements - South Windsor
CT Juvenile Detention Center Interior Renovations – Hamden
Maplewood Terrace Housing Window and Door Replacement – Middletown
High Watch Recovery Center Renovations and Expansion – Kent
Manchester Fire Department Roof Replacement – Manchester
Electric Railway Museum Renovation – Branford
Government Center Restroom Renovations – Stamford
J.C. Penney Crystal Mall Roof Repairs – Waterford
Public Works Department Vehicle Truck Wah – Killingly
H. Smith Richardson Golf Course Clubhouse Renovations – Fairfield
Heminway Municipal Complex Conversion – Watertown
Seymour Housing Authority Intercom Replacement – Seymour
Guilford Community Center Ceiling Replacement – Guilford
Old Firehouse Renovations – Woodbridge
Waterbury Courthouse HVAC Improvements – Waterbury
Superior Court Plaza Reconstruction – New Britain
Recreation Building Mechanical Upgrades – Waterbury
Belden Library Renovation and Expansion – Cromwell
Lanesville Fire Station Expansion – New Milford
Smith Street Apartments Efficiency Upgrades – Seymour
Town Hall Boiler Replacement – Terryville
Police Department Cell Block Renovations – Willimantic
Fire Headquarters & Public Works Complex Expansion - Branford
New Fire Station #5 & Maintenance Facility - East Hartford
Blackstone Memorial Library Renovation and Expansion - Branford
Derby Police Department Roof Replacement & Fascia Repairs - Derby
Firehouse Modernization & Expansion - Sherman
Glenbrook Community Center Historic Renovations - Stamford
New Ambulance Facility - New Milford
Community Center HVAC Study – Seymour
Senior Center Conversion of Former School - Middletown
Wormser Congregate Elderly Housing Emergency Generator & Fireline Backflow Prevention System - Stamford

Kevin Iassogna | Construction Administrator



Kevin Iassogna is responsible for the construction administration on projects that are designed or overseen by the firm. Kevin has over 20 years of experience in facilities management, system maintenance and oversight of contractors. His experience includes day to day facilities operationss for 19 school buildings and direct management of mroe than 150 staff and tradesman. He is knowledgable of schooldude and corrigo work order systems. Kevin is well versed in the RFI process, submittals and shop drawings with strong ability in preparing, reviewing and tracking change orders.

With SP+ A since 2024

Representative Experience

Colchester Senior Center New Construction - Colchester
ACES Bassett School - North Haven
Fire Apparatus Expansion - Guilford
Klein Memorial Auditorium Upgrades - Bridgeport
Fire Station #3 New Construction - Bristol
Ulbrich Housing Renovations - Wallingford
Hop Brook School Window Replacement - Naugatuck
Solnit Roof Replacement - Middletown
Snow School Roof Replacement - Middletown
Community Center Renovations - Woodbridge
USPS Overhead Door Replacement - Springfield (MA)
McKinley School Roof Replacement - Fairfield
Hop Brook School Window Replacement - Naugatuck
USPS Restroom Upgrades - Springfield (MA)
Norman Ray House Roof Replacement - Seymour

William Walter, PE, LEED AP

Senior Project Manager / Civil/Site Group Manager

Will Walter leads the Site Development Group of Benesch's Glastonbury office. He is well versed in all aspects of land development and he brings over twenty years of design and project management experience for public and private clients to his work. Key areas of expertise include planning, permitting, site demolition, grading and drainage, utilities, erosion & sediment control, and construction phase services.

Will regularly manages complex, multi-disciplined projects, including design and oversight of the entire permitting and design process associated with land development projects.

New Firehouse – Norfolk, CT

Project Manager for the design of a new fire station, located at the same site as the existing, dilapidated and inadequate fire station in Norfolk, Connecticut. Site design included demolition, erosion control, phasing, site layout, site circulation/parking, grading/drainage, utilities, landscaping and lighting. The project required local inland wetlands and site plan approval permits.

Fire Station # 3 – Bristol, CT

Project Manager for the design of a new fire station, which replaced the inadequate, existing fire station servicing a local neighborhood in Bristol, Connecticut. The new fire station expanded fire services and provided other services to the community. Site design included demolition, erosion control, phasing, site layout, site circulation/parking, grading/drainage, utilities, landscaping and lighting. The project required site plan approval.

Plymouth Fire Station – Plymouth, CT

Project Manager for the renovation/addition to the existing fire house in Plymouth, CT. Site design included site circulation/parking, grading, drainage, utilities, landscaping and erosion control. The design included interior vehicle washing, which required a DEEP Vehicle Maintenance Wastewater permit.

Brewer Street Firehouse, Fire Station No. 5 – East Hartford, CT

Civil Engineer, providing integrated design services for the design of a new fire station and maintenance facility. The project encompassed comprehensive planning, design, and permitting services for the new Fire Station No. 5. The 16,000 square-foot station houses a fire company, as well as fire/rescue equipment maintenance facilities. Planning services included the preparation of base survey plans for the site, wetland delineation, evaluation of various options for site layout, stormwater management, and traffic control technology. Design services included stormwater management facilities, site utilities, exterior facilities, landscaping for buffering and site enhancement, and designs of emergency traffic control systems. The project also included LEED coordination for certification of the project for site elements, local permitting, CTDOT permitting, and construction phase services.

East Lyme Public Safety Building – East Lyme, CT

Project Manager: Prepared conceptual and schematic documentation and coordinated with interdisciplinary design team on the renovation of a new building and site to house the East Lyme Public Safety Offices and police impound. The planning phase included coordination with town staff and stakeholders, as well conceptual cost estimating and value engineering. After the planning phase, Benesch prepared construction documents, suitable for bidding and construction. Responsibilities include site layout and reconfiguration to meet the town's unique public safety needs, site drainage, lighting, design and detailing of plaza and outdoor gathering spaces, site entrance design and coordination with other disciplines.

Education

Bachelor of Science - Civil Engineering Worcester Polytechnic Institute

Years of Experience: 26

Registrations and Certifications

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

LEED® Accredited Professional

Ryan C. Deane, PLA

Project Manager

Ryan has 17 years of experience in master planning, school design, and construction administration. His expertise in 3D visualizations are focused in campus planning and design for public, corporate and collegiate clients. Ryan's skills go beyond landscape architecture, exhibiting a passion to develop and utilize cutting edge technology that have helped shape modern workflows and virtual reality presentations. As recognition for these contributions to the industry, he was named to Building Design & Construction's Forty Under 40 list (Class of 2017). He was the second Landscape Architect awarded this distinction.

Ryan's career has a heavy focus on independent school and higher education master planning. Ryan has played an integral role as the landscape architect on dozens of K-12 and higher education projects throughout New England, over the past two decades.

CREC Public Safety Academy – Enfield, CT

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

East Hampton High School – East Hampton, CT

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

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

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

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

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

Waterbury Career Academy – Waterbury, CT

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

Campus Crossroads Stadium Expansion – University of Notre Dame

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

Education

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

AS, Environmental Sciences and Human Ecology - Greenfield Community College

Years of Experience: 17

Registrations and Certifications

Professional Landscape Architect: CT, RI, MA, NY





Alfred D. Lombardi, Jr. | President

Al Lombardi is positioned as President of the firm with over 35 years of extensive project experience spanning structural evaluations to overseeing ground-up design projects exceeding $100 million, across both public and private sector developments.

Education

Platt Vocational Technical School
Architectural Construction, 1981

University of New Haven
Business Administration, 1994

American Concrete Institute
Masonry Design & Construction, 2000

Affiliations

American Society of Civil Engineers
Member

American Concrete Institute
Member

American Institute of Architects
Affiliate Member

American Institute of Steel Construction
Member

Relevant Experience

East Hartford Fire Station No. 5
East Hartford, Connecticut

Branford Fire Headquarters
Branford, Connecticut

New Milford Ambulance
New Milford, Connecticut

Hartford Fire Department Engine Company 9
Hartford, Connecticut

Woodbridge Fire House
Woodbridge, Connecticut

Emergency Operations Center Facility City of Meriden
Meriden, Connecticut

Sherman Fire House
Sherman, Connecticut

Cheshire Fire House #3
Cheshire, Connecticut

Engine Company No. 16
New Haven, Connecticut

Great Hill Hose Company
Seymour, Connecticut

North Branford Police Department
North Branford, Connecticut

Branford Police & Emergency Services
Branford, Connecticut

Madison Police Facility
Madison, Connecticut





Paul Sheehan, P.E. | Vice-President

Paul Sheehan is positioned as Vice President with the firm with 25 years of experience in design, document preparation and site inspections. Mr. Sheehan's project experience ranges from multi-story residential buildings to multi-million-dollar educational facilities, including projects in both the public and private sectors.

Education

Central Connecticut State University
Bachelor of Science Civil Engineering

Naugatuck Valley Community College
Associates of CADD/Design Engineering Technology

Registrations

Professional Engineer
State of CT, MA, NH, NY, VT, MA, PA, FL, VA, MD, UT, NC

Affiliations

Connecticut Structural Engineering Coalition
Member

American Institute Steel of Construction
Member

Relevant Experience

Norfolk Volunteer Fire Department
Norfolk, Connecticut

Woodbridge Fire House
Woodbridge, Connecticut

Bristol Fire House #3
Bristol, Connecticut

Norwalk Fire Station #4
Norwalk, Connecticut

East Hartford Fire Station No. 5
East Hartford, Connecticut

Branford Fire Headquarters
Branford, Connecticut

New Milford Ambulance
New Milford, Connecticut

Sherman Fire House
Sherman, Connecticut

Madison Emergency Operations Center
Madison, Connecticut

North Branford Police Department
North Branford, Connecticut

Newtown Volunteer Ambulance Corps
Newtown, Connecticut

Cheshire Fire House #3
Cheshire, Connecticut

Meriden Emergency Operations Center
Meriden, Connecticut





Damayanti Chaudhuri, P.E. | Project Manager / Senior Engineer

Damayanti Chaudhuri is positioned as a Project Manager/ Senior Engineer with the firm, with 17 years of experience in design and construction administration. Her project experience includes analysis, design and management of commercial, retail, residential, industrial educational, cultural and transportation structures located in Asia and North America.

Education

University of Connecticut
Master of Science Civil Engineering

Jadavpur University
Bachelor of Science Civil Engineering

Registrations

Professional Engineer
Connecticut, New York, Rhode Island

Relevant Experience

Norfolk Volunteer Fire Department
Norfolk, Connecticut

Bristol Firehouse #3
Bristol, Connecticut

Madison Emergency Operations Center
Madison, Connecticut

Meriden Emergency Operations Center
Meriden, Connecticut

Hartford Hospital Jefferson Street Garage
Hartford, Connecticut

Albany Woodland Development
Hartford, Connecticut

The Post Hotel
Bridgeport, Connecticut

Farmington Town Hall
Farmington, Connecticut

Norton Elementary School
Cheshire, Connecticut

Spaziano Middle School
Providence, Rhode Island

Long Lots Elementary School
Westport, Connecticut

New Haven Adult & Continuing Education Center
New Haven, Connecticut





Luigi V. Peronace | Project Manager / Senior Engineer

Luigi Peronace is positioned as a Project Manager / Senior Engineer with 18 years of experience in design, document preparation and site inspections. Mr. Peronace's project experience includes analysis, design, inspection and management of commercial, residential and telecommunication projects, with extensive knowledge in existing structural investigation, renovation and rehabilitation.

Education

University of Hartford
Master of Engineering

University of Hartford
Bachelor of Science in Civil Engineering

Relevant Experience

Guilford Fire Department
Guilford, Connecticut

Waterbury Fire Station #1
Waterbury, Connecticut

Norwalk Fire Station #4
Norwalk, Connecticut

Farmington Police Department
Farmington, Connecticut

North Branford Police Department
North Branford, Connecticut

Nyack Ambulatory Care Center
Nyack, New York

Willimantic 911 Dispatch Center
Willimantic, Connecticut

Caring Health Center
Springfield, Massachusetts

Aspect Health
Nyack, New York

Gaylord Specialty Healthcare
Burgess Building
Wallingford, Connecticut

Medtronic
North Haven, Connecticut





Jeremy D. Soderholm, P.E. | Project Manager / Senior Engineer

Jeremy Soderholm has over 8 years of experience in design, document preparation and site inspections. Mr. Soderholm's experience includes a broad range of projects ranging from the Holiday Exhibit at the Flatiron Building in New York City to multi-story residential and commercial structures to educational facilities with construction costs in excess of $100M.

Education

Worcester Polytechnic Institute
Master of Science in Civil Engineering

Worcester Polytechnic Institute
Bachelor of Science in Civil Engineering

Registrations

Professional Engineer
Connecticut

Relevant Experience

Asylum Hill Engine No. 5
Hartford, Connecticut

Woodbridge Fire House
Woodbridge, Connecticut

Bristol Hospital Emergency Room
Bristol, Connecticut

Melrose Wakefield Hospital
Melrose, Massachusetts

Backus Hospital Medical Building
Norwich, Connecticut

Quarry Walk Medical Center
Oxford, Connecticut

Riverview Medical Center
Danbury, Connecticut

Maplewood Medical Center
Plainfield, Connecticut

UCONN Medical Center
Farmington, Connecticut

Avon Old Farms Health Center
Avon, Connecticut

High Watch Recovery Center
Kent, Connecticut

Waveny Care Center
New Canaan, Connecticut





Luke Amiot, P.E. | Structural Engineer

Luke Amiot is positioned as Staff Engineer with the firm, with 5 years of experience in the design and analysis of commercial, healthcare, and infrastructure projects. He has an in-depth knowledge of building codes and design standards, along with involvement in the construction and site inspection process.

Education

University of New Haven
Bachelor of Science Civil Engineering

Norwalk Community College
Associates of Architecture Design

Registrations

Professional Engineer
Connecticut

Affiliations

American Concrete Institute
Member

American Society of Civil Engineers
Member

Relevant Experience

LEAP Community Center
New Haven, Connecticut

Weymouth Crossing
Weymouth, Massachusetts

Sowans Elementary School
Barrington, Rhode Island

Robert F. Kennedy Elementary School
Providence, Rhode Island

Smith College HVAC Upgrades
Northampton, Massachusetts

Orafol Group Addition
Avon, Connecticut

Goldfish Swim School
Farmington, Connecticut

HK Motorcars
Greenwich, Connecticut

Merritt 7
Norwalk, Connecticut

Allied Printing
Hartford, Connecticut

Fairfield University Sophomore Housing
Fairfield, Connecticut

Zelken Apartments
Stonington, Connecticut

Medtronic
North Haven, Connecticut

Starbucks
Guilford, Connecticut

PETER J. FOLINO

President

Background

2011 – Present
President
Eagle Environmental, Inc.

2003-2011
Vice President
Eagle Environmental, Inc.

1997-2003
Project Manager
Eagle Environmental, Inc.

1992-1997
Environmental Consultant
EnviroScience Consultants, Inc.

Education

1992
Bachelor of Science Springfield College
Springfield, MA

Professional Associations

American Industrial Hygiene Association
Environmental Information Association
CT Chapter of the National Association of Housing & Redevelopment Officials
CT School Building & Grounds Association
CT Business and Industry Association
CT Building Congress
CT Conference of Municipalities
Member Connecticut Lead Elimination Task Force

Professional Certifications

CT Asbestos Project Designer: License #000195
CT Asbestos Inspector/Management Planner: License #000184
CT Asbestos Project Monitor: License #000055
CT Lead Paint Project Designer: License #001047
CT Lead Inspector/Risk Assessor: License #000102

Asbestos Analyst Registry #4809

Presentations

Presenter at the quarterly AIA Connecticut Chapter Meetings

Senator Christopher Roundtable Discussion on "Childhood Lead Poisoning in Connecticut" Connecticut Children's Medical Center February 2016



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

Mr. Folino has built a strong positive relationship with the state and federal regulatory community, which benefits Eagle's clients. Mr. Folino routinely designs challenging remediation projects that require input and ultimately acceptance by the regulators. "Our company is built on reputation based on over twenty-five years of performance driven results for our clients".

Mr. Peter Folino is a licensed asbestos inspector, designer and project monitor and a licensed lead inspector/risk assessor and planner/project designer in the State of Connecticut. He participates in the American Industrial Hygiene Association (AIHA) Asbestos Analyst Registry. Mr. Folino is an active member of the Environmental Information Association (EIA), the Connecticut Chapter of the National Association of Housing & Redevelopment Officials (CONN NAHRO), the Connecticut School Building and Grounds Association (CSBGA) the Connecticut Business and Industry Association (CBIA), the Connecticut Building Congress (CBC) and the Connecticut Conference of Municipalities (CCM).

Pan American Consulting Services, LLC













Who are we:

Lead Estimator Civil, General, Mechanical / Owner—Thomas C Hardin C.P.E. LEED / AP



Tom contributes 25 years' experience in the construction industry with significant expertise in estimating and pre-construction. The majority of his career has consisted of primarily Pre Construction Services and client collaboration. Tom gained experience in this Capacity during his 18 years with a $300M Construction Management firm, prior to starting his own consultancy. As Director of Estimating for this firm, he was known for his hands-on technical knowledge and ability to lead Designer / Owner teams through the design and procurement process, ensuring all parties stayed focused and on budget. Tom has led the process from feasibility studies, proforma analysis through design and bidding. Many years heading up the Procurement for both Negotiated and Hard Bid work has provided him the opportunity to understand the importance of Schedule, Logistics and project general conditions requirements.

Bachelors of Science, Construction Engineering, Roger Williams University, Bristol RI
Certified Professional Estimator 2004—American Society of Professional Estimators
LEED AP—US Green Building Council 2009



Electrical Estimator—Michael Ouillette

Michael contributes 40 years' experience in the construction industry with significant expertise in Electrical estimating and pre-construction. Michaels experience includes Electrical projects in excess of $30M and he currently spends some of his time working directly for one of the largest Electrical Contractors in New England, This daily participation in the Industry allows Michael to keep a pulse on the current trends and market conditions..

Business Degree in Business Administration from Husson College, Bangor ME
Licensed Journeyman Electrician in MA, ME, NH, VT, CT, RI & MD

PACS, llc
Pan American Consulting Services

Conflict of Interest

There are no business, financial, personal or other types of relationships which may pose of conflict of interest on this project.

WATERBURY, CT

Fire Station #5



The City planned to demolish and replace the existing Fire Station No. 5 which was constructed in 1927. At just 2,080 s.f., the station is undersized and in poor condition.

The existing Fire Station No. 5 underwent an assessment that determined complete replacement vs. renovation was determined to be the best use of City resources.

A new fire station is being designed that has the following key elements:

- Fit on the existing .33 acre lot
- Parking for 10-12 vehicles
- Living quarters for 10-12 personnel
- Design should reflect a traditional New England style
- Two-story structure with living quarters over the apparatus bays/storage area.
- 3-bay station to house a fire engine (pumper) fire truck (aerial) and a command vehicle (SUV)
- Adequate space for standard ancillary equipment including gear lockers, HD gear washer/dryer, tool storage, roll up floor mats, chains, step chocks, etc.

In 2026 the City chose a different location for the planned fire house on the grounds of Rotella Magnet School and was required to solicit design services for the new location.

Project Size: 10,441 s.f.
Construction Cost: $7,989,355
Designs Completed: 2025

WATERBURY, CT

Fire Station #1



The City modernized the fire station located on North Main Street provide a safer, more efficient working environment for city fire-fighters.The project is part of the department's operational and facility improvement plan for all nine fire stations within the City.

Fire Station 1 has served the community since 1968. The renovation includes critical structural repairs, upgraded living quarters, HVAC replacement and safety and operational improvements designed to support firefighters for decades to come.

Improvements included updates to the apparatus bays, parking areas, fuel systems, and interior spaces, ensuring Fire Station 1 continues to meet the demands of a growing city while providing a safer, more efficient work environment for those who serve our community.

Project Size: 12,800 s.f.
Construction Cost: $5.7 Million
GC/CM: Nosal Builders
Completion: 2026

Photo courtesy Nosal Builders

WATERFORD, CT

Oswegatchie Fire Station





The existing fire station was built in the 1930s. It has water damage to the roof, and mold has grown on the ceiling. Over the years, piecemeal fixes have been made to the station, including the addition of wooden support beams.

The new station will establish the first-ever town-owned fire station to house volunteers and town-paid firefighters. Currently, the town's five fire companies all own their buildings.

Project Size: 10,221 s.f.
Construction Cost: $$7.9 Million
Completion: 2027



EAST HARTFORD, CT

Firehouse #5



Fire Station No. 5 replaced the 1930's era station located on Main Street.

The new 3-bay maintenance facility houses two fire companies. It houses 6 firefighters 24/7 which includes support space such as sleeping quarters, kitchen and dining facilities, training room, fitness area, lockers and shower facilities. Two double-deep bays house an engine and rescue company.

Sustainable design elements in the one-story facility includes a geo-thermal closed loop system that reduces the energy costs by 20-25% and solar panels generate electricity and hot water.

The majority of the building materials consist of pre- and post-consumer recycled materials. Lighting systems implement occupancy sensors and daylight controls to reduce electrical costs.

The facility recycles a portion of rainwater for reuse to wash the vehicles and rain gardens are implemented to capture on-site drainage and recharge the aquifers, along with landscaping that do not require irrigation.

Project Size:16,000 s.f.
Construction Cost: $5.4 Million
GC/CM: Whiting Turner Contracting
Completion: 2011

Recognition: Merit Award, USGBC CT Chapter (2011)
LEED Gold (2013)

EAST HARTFORD, CT

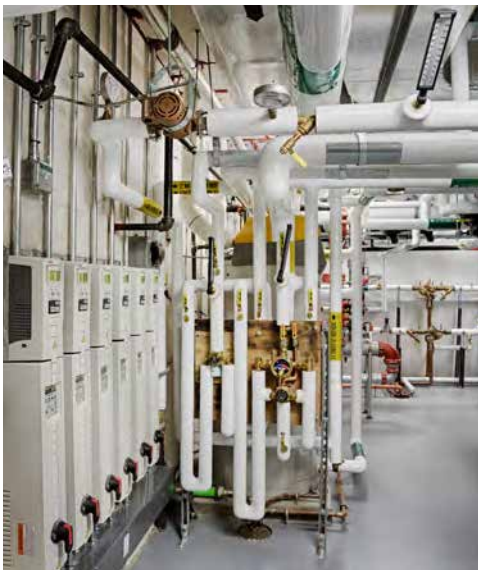
Firehouse #5

















EAST HADDAM, CT

Moodus Fire House (Co. #2) Feasibility & Site Study & Design





SP+A conducted an assessment of the facility to identify structural, safety, and operational needs and deficiencies along with evaluating various site locations.

For budget and resource planning purposes we worked with the committee to develop a plan for the renovation/rebuilding that considered both initial costs and long-term maintenance. The aim is to improve the operational efficiency of the firehouse, considering factors such staff needs, equipment storage, and training facilities.

Sustainable and resilient design elements have been designed into the plans to minimize environmental impact and minimize long-term operating cost. We also explored opportunities to integrate modern technology and communication systems to enhance the capabilities of the firehouse and emergency response efforts.

Grant opportunities (USDA and STEEP) are also being researched.

Project Size: 14,137 s.f.
Construction Cost Estimate: $12.2 Million
Completion: In Design Development

BRISTOL, CT

Firehouse #3



The City of Bristol is building a new firehouse in the Forestville section of the city to replace a firehouse located at 81 Church Avenue. The project consists of new construction to increase capacity and space for expansion of services to the community. The primary objectives of the project are to:

- Increase efficiencies and improve office space for citizens and city staff utilizing the building.
- Replace existing mechanical systems (heat, air conditioning and potable water and sanitary facilities)
- Improve handicap accessibility
- Improved security and exterior building aesthetics

Design requirements include:

- Three drive-through vehicle bays for engine, ladder, and additional support vehicles and trailers
- 14 ft height vehicle bays with bi-fold doors
- Male and female bunk rooms
- Kitchen, weight room, storage rooms, community room with separate entrance
- Turnout gear room, extractor and gear drying rack, laundry room
- Plymovent vehicle exhaust porting system
- 10,000 gallon cistern and concrete pad for pump training and pump testing
- Energy efficient windows, potential installation of photovoltaic solar panels and full-building generator

Project Size: 10,314 s.f. new construction
Construction Budget: $5,971,772
Completion: 2026
GC/CM: W.J.Mountford Company

NEW MILFORD, CT

Lanesville Fire Department Renovation & Expansion



To accommodate the fire company's needs and the community's growth, the Lanesville Fire Substation (Water Witch Hose Company #2) is being renovated and expanded. The existing 5,940 s.f. substation renovated and an 8,250 s.f. addition will create a 14,190 s.f. facility.

In addition to creating more space for the fire company, the expanded facility will be able to house more equipment and fit the ladder truck. The expansion project also calls for installing two handicapped accessible bathrooms with shower facilities; creating a training room; installing a new kitchen with a dining area; creating an office for the fire company's officers; installing a new furnace; and upgrading the facility's heating and cooling system as well as its lighting.

Project Size: 14,190 s.f.
Construction Cost: $4.1 Million
Design/Build Partner: J.A. Rosa Construction
Completion: 2026

NORFOLK, CT

Norfolk Fire Station





Citing space constraints and safety concerns, the Town seeked to increase their 3,777 s.f. facility to 11,500 s.f. to accommodate trucks and equipment, increase training space and improve response times in a more modern facility.

The Town's wish list includes:

- Drive-thru bays
- Bathroom and shower facilities
- Kitchen facilities
- Office Space
- Meeting space for 50; parking for 40
- Equipment storage
- Hose drying tower
- Radio rooms, security features
- Propane generator

The new expanded firehouse will complement the neighborhood's aesthetic.

Project size: 10,131 s.f.
Construction Cost: $7,528,020
GC/CM: Newfield Construction
Completion: 2027

CANTON, CT

Fire & EMS Headquarters





Project Size: Bridging documents for new construction; 15,300 s.f.
Construction Cost Estimate: $4.95 Million
GC/CM: Millenium Builders
Completion: 2024

The town had long recognized that the old Collinsville Fire Station was inadequate in addressing the needs of the department, as it did not have the necessary space for fire apparatus, equipment or staffing.

A Town committee established in 2015 had found the 9,483 s.f. building had changed very little since it was originally constructed in 1971 despite the department growing in members and vehicles. Study services included evaluating programming needs, review of expansion or relocation of the existing Collinsville Fire Station, preparation of conceptual designs, site plan and cost estimates.

Following completion of our study, the contract with the Town was amended to include formal schematic design and pre-referendum services. The referendum in November, 2021 approved the construction of a new facility on the existing site. Bridging documents were produced for the new Fire/EMS House at 51 River Road in Canton.

The new station has five full bays, additional storage areas and private sleeping quarters for overnight EMS shifts, and will house equipment and staff of the Canton Volunteer Fire and EMS Department, which has nearly 50 members in total. The building will also include apparatus bays, training areas, a day room, and decontamination/ laundry as well as site improvements. The old facility will be demolished upon completion.

BRANFORD, CT

Indian Neck Firehouse







The original Indian Neck fire house was built in 1926 and provided little maneuverability for modern-day firetrucks and equipment. The Town chose to demolish the 2,000 s.f. wood structure and rebuild a new, modern facility for the more than 25 volunteer fire-fighters using the station.

The new firehouse is a two-story structure that includes a larger bay area allowing Company 9 to garage its apparatus.

The new facility also includes a restroom and shower, and second floor meeting space for training sessions for Company 9 volunteers.

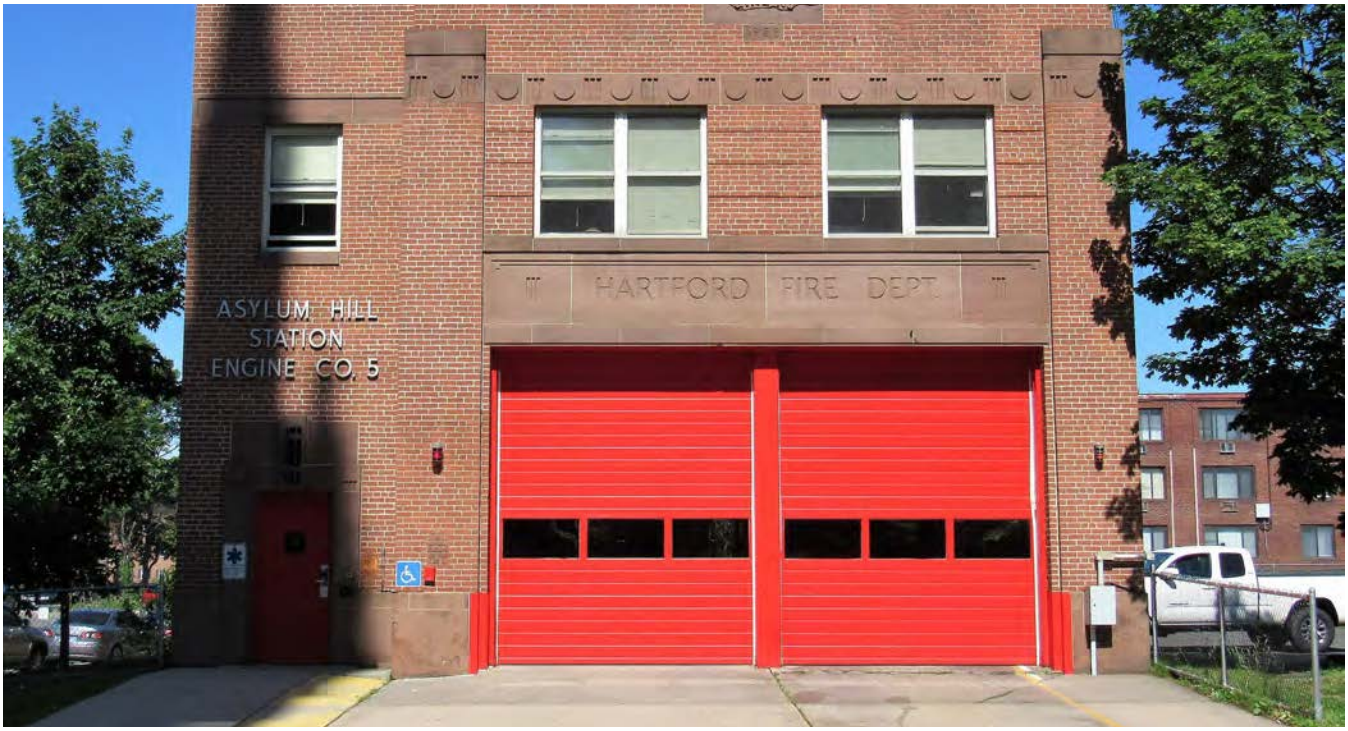
Indian Neck Fire Station is situated very close to the coastline (elevation 7.5) on a .35 acre lot. The first floor needed to be designed to withstand a storm surge. Flood gates are located around the perimeter of the building, allowing the waters to flow in and then recede.

This is the second station the firm has designed for the Town of Branford.

Project Size: 5,000 s.f. New Construciton
Construction Cost: $1.5 Million
GC/CM: Pioneer Builders
Completion: 2019

HARTFORD, CT

Asylum Hill Engine Company #5 Study and Renovations



The Asylum Hill Station is located in the Asylum Avenue National Historic District. It was constructed between 1938 and 1940, replacing the original Asylum Hill Station (c. 1879) that sat on the same lot.

The basement level consists primarily of storage, mechanical and staff support spaces such as a laundry room and gear locker room. Gear is not currently being stored in the basement level due to recent water infiltration issues. The main level consists primarily of (2) apparatus bays with overhead doors and associated support spaces, including watch room, kitchen, day room and one toilet room. The upper level contains living quarters for all staff including bunk rooms and toilet/shower amenities for firefighters (gang) as well as officers (private). A small recreation/weight room is located on this level, accessed through the gang toilet and shower room.

SP+A conducted a facility condition study and produced estimates for the station and was subsequently been selected to design the improvements which include ADA compliance, gender separation, housing, recreation, food prep and dining, administration, fitness training, equipment and vehicle storage, and hazardous materials storage. All designs are in accordance with NFPA 1500 guidelines.

Project Size: 8,800 s.f.
Construction Cost: $2.9 Million
Completion: 2024

NEW BRITAIN, CT

Fire Station #4 Renovations



As a result of our city-wide Capital Needs Assessment of all city fire stations, it was determined that Station #4 was in immediate need of repairs.

Design/build specifications were developed that defined design parameters, pricing and installation requirements for critical HVAC upgrades noted in the conditions report.

Other projects resulting from the needs assessment include:

- Roof replacement
- Masonry repairs and repointing
- Window replacement
- Flooring and ceiling replacement
- Restroom renovations
- Lighting replacements
- New fire alarm system

Project Size: 4,710 s.f.
Construction Cost: $1.9 Million
GC/CM: ACORE Builders, Kronenberger Restoration, Silktown Roofing
Completion: 2019

WALLINGFORD, CT

North Farms Fire Station









The department was faced with a decision to renovate an existing station or replace it with a new one. The search for a new location was driven by the Town's desire to maintain a vibrant volunteer fire department in the area and to enable the department to provide a more responsive facility with expansion capability for the next 30 years. The feasibility study previoulsy conducted by our firm determined the best option for the Town was to build a new facility and we were subsequently selected, through competitive bidding, to design it.

About 35 volunteer fire fighters have been integrated with the career system into one station. Shared and defined independent spaces allow the volunteer and career personnel to co-exist.

Adjacencies of the apparatus bays to the living quarters focus on the need to have the day room and watch room directly adjacent and visible to the apparatus bays. A kitchen design/gathering space similar to a residential home was applied to the design configuration.

The architecture is a farming vernacular to blend into the residential fabric of the neighborhood. The scale of the building is applicable to the adjacent residences and the detailing has a "New England character" to the facade. The building is LEED inspired with its material and energy-efficient selections.

Project Size: 14,800 s.f.; 11 acre site
Construction Cost: $3.95 Million
GC/CM: Millenium Builders
Completion: 2016

PLYMOUTH, CT

Terryville Fire Station #2 Renovation & Addition







The expanded and renovated fire station solved a number of safety and future-use issues for the town, not the least of which was the safe egress of fire fighting equipment leaving the station in response to a call.

The station was reoriented to allow fire trucks to exit onto a far-less-congested street than Route 6, the egress point for decades.

The addition to the rear of the station includes four larger bays for equipment, extra washrooms and office space, a fitness room and a training room. Improvements have also made the fire station an ADA-compliant emergency shelter.

Project Size: 10,000 s.f.
Construction Cost: $3.75 Million
GC/CM: Burlington Construction
Completion: 2018

WALLINGFORD, CT

Firehouse Feasibility Study



A cost and feasibility study analyzed two potential sites for a new fire station. One site housed an existing volunteer fire station and the other was a residential site in town.

Advantages and disadvantages for each site were analyzed including land acquisition and development costs, site access, utility connections and traffic control. Current and future career and volunteer fire department needs were considered.

Preliminary site plans and cost estimates were developed for each site.

The study incorporated relationships with and impacts on adjacent residential properties as well as input from the fire department Chief, Deputy Chief, volunteers and Town Officials.

The study recommended one site over the other because it allowed for a drive through apparatus bays, a continuous non-public traffic loop and more accessible parking, and all requirements of the department.

Completion: 2010

WILLIMANTIC, CT

Eastern CT Fire Training School









The Eastern Connecticut Fire Training School is owned by the State of Connecticut and provides fire service training for fire departments in New London, Tolland and Windham counties.

This was one of five design/build projects commissioned by the State to improve fire training facilities.

The project consists of a new 13,984 s.f. Administration and Education Facility, new 8,300 s.f. Vehicle Maintenance Facility, new 6,981 s.f. Class A Burn Building, new 3,432 s.f. Training Tower, new 1,600 s.f. Rehab Pavilions and various new fire training props.

The project took 16 months to construct.

Project Size: 34,297 s.f.
Construction Cost: $15 Million
Design/Build Partner: Carlin Construction
Completion: 2019

WOODBRIDGE, CT

Fire HQ & Emergency Services Complex









This two-level fire station with 5 double bays was created to mitigate the scale of the complex with design features that are residential in scale, such as gabled and pitched roofs, scale-reducing water tables, clapboard siding and buffered site features. Alternative materials, value engineering and energy conscious designs were developed and scrutinized for the initial cost savings and life expectancy in terms of maintenance expense, life cycle costs and labor saving management tools.

The station houses central dispatch and training functions for this volunteer fire department. It was developed on a spacious 5-acre parcel in the center of town. Three drive-thru double vehicle bays encompassing 4,225 s.f. designed with centerline trench drains. A large turn-out gear room for entire company was included with adjacent commercial washing and drying facilities.

Training rooms, male and female firefighter facilities and separated public/staff entrances were developed. Dayroom, administrative offices, exercise room and homeland security rooms as well as an office and watch room were part of the program requirements. The design includes a 1,900 s.f. training room with a large adjacent kitchen for community events, an evidence storage room with direct exterior access, SCBA and mechanic's rooms.

Project Size: 20,260 s.f.
Construction Cost: $5.54 Million
GC/CM: Newfield Construction
Completion: 2006

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Serving a broad range of markets, Benesch is committed to enhancing infrastructure and communities across the country.

Roads, bridges, schools, parks and airports are just a few examples of where you can find our work. Through planning, engineering and design, we create spaces and provide connections in ways that make a difference. We exercise innovation whenever possible and resist relying on how things have been done before.

Since our founding in 1946, Benesch has grown into a mid-sized firm nimble enough to remain responsive to client needs, yet large enough to offer exceptional bench strength.

Today, we are ranked among the Top 500 Design Firms in the country by Engineering News-Record.



WHAT WE DO

- Municipal
- Education
- Site Development
- Traffic/Roadway
- Land Survey
- Landscape Architecture



1000+ EMPLOYEES | 50 LOCATIONS | 20 STATES | **1 TEAM**

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

www.benesch.com

Bristol Firehouse #3

Bristol, Connecticut



Rendering courtesy: Silver Petrucelli & Associates

Background: The City of Bristol, Connecticut required a new firehouse to replace an old and outdated firehouse serving in the Forestville section of the city. The goal of the project was to not only increase the capacity of the fire protection services, but to also provide a facility that would expand other services to the local community.

Scope: Benesch led the site design effort for the new 8,600 sf building from inception through local site permitting, providing the full range of site/civil services, including survey, civil engineering, traffic engineering, and landscape architecture. Designs were created for erosion control, demolition, phasing, site layout/materials, grading/drainage, utilities, lighting and landscaping. Benesch is contracted to provide construction phase services throughout the construction period and until the certificate of occupancy is attained.

Unique Features: Following were specific design items associated with the site design:

- Drive through bays
- Oil-water separator
- Placemaking and landscaping
- Stormwater management
- City stormwater improvements in the ROW
- Turning movements

Key Issues

- Stormwater Management
- Site Design
- Utilities
- Permitting

Dates of Service

2023-ongoing

Project Cost

$4,000,000

Client Reference

Roger Rousseau
Purchasing Agent
City of Bristol
111 North Main Street
Bristol, CT 0010
P: (860) 584-6195
E: purchasing@bristolct.gov

benesch

New Fire House

Norfolk, Connecticut



Renderings courtesy: Silver Petrucelli & Associates

Background: The Town of Norfolk, Connecticut's volunteer fire station was over 50 years old, antiquated, and wholly inadequate to meet the current needs of the town. The town explored several sites during a due diligence period, ultimately deciding to locate the new fire station on the existing site.

Scope: Benesch led the site design effort from inception through permitting, providing the full range of site/civil services, including survey, civil engineering, traffic engineering, and landscape architecture. We created designs for erosion control, demolition, phasing, site layout/materials, grading/drainage, utilities, lighting and landscaping.

The project experienced opposition from members of the public and required approximately six (6) months to obtain a wetlands permit, as well as six (6) additional months to obtain site plan approval.

Unique Features: The site was very tight and was interconnected to a public access to the town green. Following were challenges associated with the site design:

- On-site wetlands that needed to be disturbed.
- High groundwater.
- Boardwalk connection from the ROW, through the site, to the existing town green boardwalk.
- Turning movements on a tight site.
- Phasing to keep the station running during construction of the new building.

Key Issues

- Phasing
- Wetlands
- Stormwater Management
- Permitting

Dates of Service

2021-ongoing

Project Cost

$6,000,000

Client Reference

Matt Riiska
First Selectman – Town of Norfolk
19 Maple Avenue
Norfolk, CT 06058
P: (860) 542-5829
E: mriiska@norfolkct.org





benesch



Firm Profile

MHAI provides consulting structural engineering services to architects, owners and developers as part of its basic practice. Our firm has earned a reputation among our clients for their ability to produce sensitive structural designs that respond to the needs of the individual client. Utilization of the latest design and building information modeling (BIM) software allows our staff to provide effective and accurate design solutions. Projects vary in size from investigations to large construction projects including PreK-12 educational, university, emergency services, commercial, manufacturing, institutional, performing arts and residential facilities. MHAI is Registered in the following states: Connecticut, New York, Massachusetts, New Hampshire, Maine, Vermont, Pennsylvania, Maryland, North Carolina, Utah, Virginia, and Florida.



MHAI Michael Horton Associates, Inc.
Structural Engineers



Branford Fire Headquarters

Location
Branford, Connecticut

Type
Emergency Services

Project Size
31,000 SF

New 31,000 SF construction of two-story headquarters & volunteer company including sleeping quarters, kitchen and dining facility, training room, fitness area, and locker and shower facilities. The second floor will serve as the administrative offices and a large community and training room.





MHAI Michael Horton Associates, Inc.
Structural Engineers



Public Safety & Emergency Services Projects

New Bristol Fire House #3
Bristol, Connecticut

Norfolk Volunteer Fire Department
Norfolk, Connecticut

Waterbury Fire Station #1
Waterbury, Connecticut

Waterbury Fire Station #5
Waterbury, Connecticut

Cheshire Fire House #3
Cheshire, Connecticut

Indian Neck House
Branford, Connecticut

Norwalk Fire Station #4
Norwalk, Connecticut

Madison Emergency Operations Center
Madison, Connecticut

Engine Company No. 16
New Haven, Connecticut

North Madison Volunteer Fire Co.
Madison, Connecticut

Asylum Hill Engine No. 5
Hartford, Connecticut

Branford Fire Headquarters
Branford, Connecticut

Great Hill Hose Company
Seymour, Connecticut

Woodbridge Fire House
Woodbridge, Connecticut

East Hartford Fire Station No. 5
East Hartford, Connecticut

North Branford Police Department
North Branford, Connecticut

Madison Police Facility
Madison, Connecticut

New Milford Ambulance
New Milford, Connecticut

Meriden Emergency Operations Center
Meriden, Connecticut

Sherman Fire House
Sherman, Connecticut

Branford Police & Emergency Services
Branford, Connecticut

Long Hill Fire District House #1
Trumbull, Connecticut

Hartford Fire Department Engine Company 9
Hartford, Connecticut

Quaker Hill Fire Company
Waterford, Connecticut

Terryville Fire Department
Plymouth, Connecticut

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PHONE (860) 589-8257 • FAX (860) 585-7034

FIRM PROFILE

Eagle is a Connecticut-based firm providing hazardous building material consulting, environmental investigation and remediation, and construction administration services. Eagle has been providing services since 1996 and is a certified Small Business Entity (SBE) with additional certification from the Connecticut Department of Public Health for asbestos air sample analysis by Phase Contrast Microscopy (PCM) and is a licensed Lead Consultant/Contractor.

Eagle provides turn-key consulting services from the inception of the project to the final reporting. We specialize in hazardous materials consulting services to support demolition, renovation, risk assessments, hazardous materials management, property transactions and OSHA compliance. Site assessment and LEP services are provided to identify potential areas of environmental concern to assist clients with the identification and management of impacted soil and groundwater for compliance with the Connecticut Department of Energy and Environmental Protection (CTDEEP) current Remediation Standard Regulations (RSRs) and planning for CTDEEP's new Release-Based Clean-up Regulations.

Eagle routinely provides pre-demolition inspection, monitoring and clearance services for municipal blighted building programs as well as consulting for large Brownfields cleanup projects such as the former Norwich State Hospital. The firm performs complete inspection work for grant applications under the State of Connecticut Department of Housing and the Connecticut Housing Finance Authority (CHFA).

We perform environmental compliance inspections for more than 150 schools in Connecticut and routinely inspect, design and monitor multi-million-dollar school renovation and demolition projects. Eagle averages nearly 3 million square feet of building inspections each year. We are on-call to numerous local health departments for lead-based paint consulting services required by HUD grants.

We work with architects for environmental assessments, environmental and hazardous building materials specification, HBM oversight, and soil management planning to renovation and redevelopment projects. Eagle believes that hazardous building materials and impacted soil or groundwater should not bring construction to a halt, and that they should be considered an integral part of the design and construction process.

Eagle is committed to successful projects within desired budgets and schedules. Our knowledge of regulatory requirements, relationship with the regulating agencies and experience managing fast track projects and aggressive schedules positions us well for any project. We bring our expert staff and technical resources required to ensure that our contractual obligations are fulfilled in a timely manner.

ENVIRONMENTAL CONSULTING SERVICES

- Phase I Environmental Site Assessment
- Phase II Environmental Site Investigations Phase III Remedial Investigations
- CHFA Project LEP Services
- Remedial Action Plans
- Oversight of Soil and/or Groundwater Remediation
- Underground Storage Tank Removal Monitoring and Reporting
- Permitting
- EPA and CT DECD Investigation and Remediation Grant Writing Support Services
- Site Redevelopment Support

HAZARDOUS AND REGULATED BUILDING MATERIALS INSPECTION SERVICES

- Asbestos-Containing Materials (ACM)
- Lead-Based Paint
- PCB/DEHP Containing Light Ballasts
- PCB-Containing "Source" Materials, Substrates, and Soils
- Mercury Vapor Lamps
- Mercury Containing Thermostatic Controls
- Chlorofluorocarbons
- Radon
- Mold
- Water Intrusion Inspections/Moisture Mapping
- Indoor Air Quality Studies
- Noise Studies

HAZARDOUS AND REGULATED BUILDING MATERIALS DESIGN SERVICES

- Alternate Work Practice
- Asbestos Abatement Technical Specifications
- Asbestos Operations and Maintenance Plans
- Lead-Based Paint Abatement Plans
- Lead-Based Paint Hazard Control Plans
- Lead-Based Paint Management Plans
- Universal Waste Reclamation Technical Specifications
- PCB - Self Implementing Clean-Up and Disposal Plan (SIP)
- PCB - Risk-based Remedial Action Plan (RAP)

HAZARDOUS AND REGULATED BUILDING MATERIALS MONITORING SERVICES

- Asbestos-Containing Materials Monitoring and Clearance Sampling
- Lead-Based Paint Monitoring and Clearance Sampling
- PCB Clearance Sampling and Analysis
- Post Mitigation Radon Testing
- LEED Air Quality Testing

SCHOOL ASBESTOS MANAGEMENT SERVICES

- Initial Three-Year AHERA Inspections
- Three-Year AHERA Re-Inspections
- 6 Month Periodic Surveillance Updates Designated Person Training
- Custodial 2 Hour Awareness Training
- DPH Audit Assistance

Pan American Consulting Services, LLC











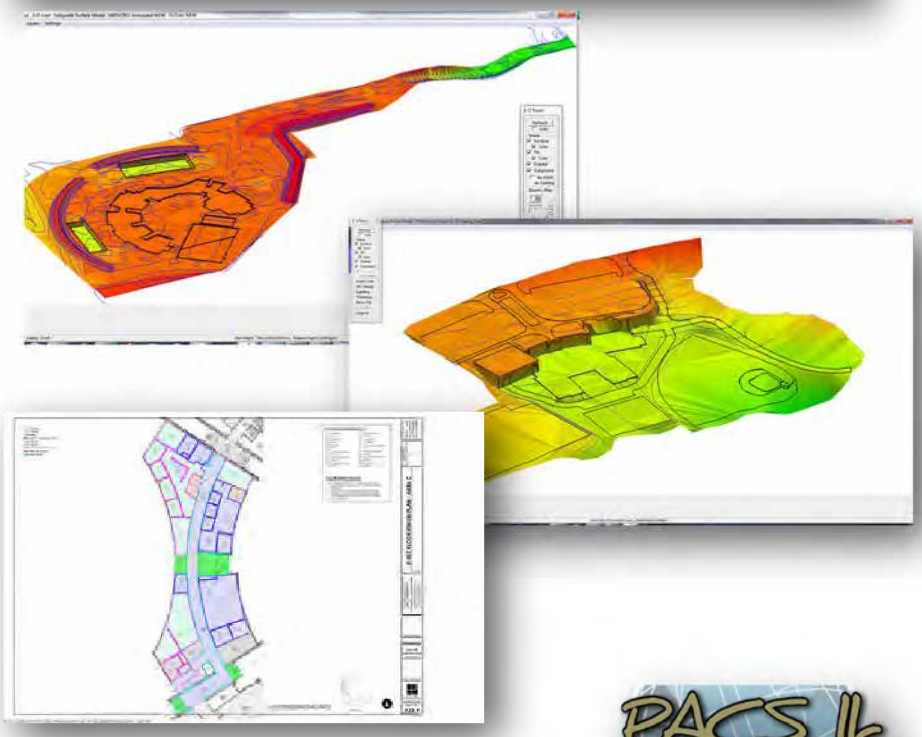
About us:

PACS has developed a reputation for providing extremely detailed cost estimates at the early stages of design, to keep the Preconstruction process on track. Our many years in the construction industry allow us to conceptualize and quantify scope that is not clear on the early level documents.

Combining the many years of experience with the technology and graphics provided by the many software systems utilized by PACS allows clear communications with the project team to collaborate and memorialize the scope of work to be priced for the project. The output and deliverables provide a format that is easy to visualize and quickly confirm scope with Design Team and Owner.

PACS utilizes a number of powerful software systems for analysis and estimating. These include OnCenter On-screen Take-off, In Site Cuts and Fills software, Timberline Estimating software, online collaboration tools, Revit and Sketchup model viewers, etc. These systems allow for accurate pricing and tracking with a robust graphics output. The graphics from these systems ensure that all items have been included in the estimate and help to relay information to the client. They can be easily archived and referenced in later design updates for comparison.





123 West Main Street
Chester, CT 06412
Phone: (860) 873.1196
E-mail: thardin@pacs-llc.net

Pan American Consulting Services, LLC









Our Experience:

* **Guilford Emergency Services Center $3.2M**
* **North Stonington Emergency Services $5.2M**
* **Darien DPW Garage Complex $6.7M**
* **Danbury Animal Control Facility $1.8M**
* **Litchfield Judicial District Courthouse $68M**
* **Simsbury Meadows Performing Arts Center $2.6M**
* **Killington Community Center, Killingly CT $23.5M**
* **CDECCA Plant Demolition $4.5M**
* **New Haven Institute Library $5.2M**
* **Farmington 1928 Building Renovations / Additions $14.5M**
* **New London Recreation & Community Center $21.5M**
* **Danbury Firehouse $6.8M**
* **Hartford Fire 5 Engine Co Renovations, Hartford CT $4.5M**
* **Bristol Fire 3 Engine Co.—Bristol, CT $9.65M**
* **Colchester Senior Center, Colchester CT $10.5M**
* **Madison Senior Center $3.5M**
* **Madison Ambulance Facility $2.8M**
* **New York Public Library Renovations $300M**
* **Shain Library Renovation, CT College $4M**

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Project Approach

Through an initial kick-off meeting we will review our work to date and discuss design, schedule and deliverables.

PROGRAMMING

We will revisit and revise the programming document already completed for Fire House 5 at the East Main Street location.

The updated document will include:

- Square footage area of all rooms and spaces
- Functional requirements of each space
- Adjacency and circulation flow requirements
- Vehicle exhaust ventilation requirements
- Technology systems and control points (CCTV, security, antenna tower etc.)
- Equipment requirements
- Furniture parameters
- Specialized mechanical and electrical system requirements
- Applicable code and accreditation requirements
- Materials and finish parameters.
- Site Program - area/acreage requirements
- Vehicular needs
- Parking requirements (staff and public)
- Access and egress requirements
- Building footprint
- Landscaping
- Special systems (i.e., refueling stations, vehicle washdown)
- Utilities
- Required setbacks
- Stormwater management features.

Proposed New Fire Station No. 5
Waterbury, CT
SPACE PROGRAM COMPARISON
Final 5/12/2023

SPACE COMPONENT	PROPOSED SQUARE FOOTAGE No.	Area NSF	Total NSF	SCHEME A.2 SQUARE FOOTAGE No.	Area NSF	Total NSF	Net Change	Comments
FIRST FLOOR								
Apparatus Bays	3	900	2,700	3	900	2,700	0	18'x50' bays (14'x14' bi-fold doors prefered)
Gear Locker Area	2	300	600	2	207	414	-186	40 lockers required (24" wide) does not need own room
Stair Towers	2	200	400	2	174	348	-52	10'x20' stair shafts
Lobby/Entrance1	1	200	200	1	177	177	-23	
Watch Room	1	120	120	1	132	132	12	views to street and front of apparatus bay doors
Storage/Work Room	1	140	140	1	227	227	87	bench, chain & wheel chock storage. eyewash nearby
Gear Wash Room	1	100	100	1	160	160	60	commercial gear washer/dryer
Residentail washer/dryer	1	75	75	0	0	0	-75	adjacent to toilet rooms (can be combined w/gear wash)
Unisex Toilet Room	1	80	80	1	57	57	-23	waterclosert & lav. (no shower)
Janitors Closet/Storage	1	40	40	1	54	54	14	
Electrical Room	1	100	100	1	110	110	10	prefer located in basement
Sprinkler Room	1	120	120	1	103	103	-17	prefer located in basement
Boiler/Water Heater Room	1	140	140	1	193	193	53	prefer located in basement
Basement	1	500	500	1	520	520	20	
Basement Stair Tower	1	200	200	1	185	185	-15	
Total First Floor Space			5,515			5,380	-135	
SECOND FLOOR								
Private Officer Bunk Rooms	3	120	360	3	92	276	-84	
Private Bunk Rooms	8	90	720	8	92	736	16	
Officers Office1	3	100	300	1	388	388	88	only if space can fit
Dayroom	1	400	400	1	479	479	79	fits 11-12
Semi-Commercial Kitchen	1	250	250	1	387	387	137	hood, 6 burner, dishw.,micro.,2 pot sink,R/F, remote F.
Small Pantry	1	35	35	1	25	25	-10	adjacent to kitchen
Small Storage Room	1	35	35	1	25	25	-10	adjacent to kitchen
Private toilet/shower room	3	100	300	3	84	252	-48	adjacent to bunk rooms
Exercise Room	1	240	240	0	0	0	-240	
Janitor/Utility Closet	1	25	25	1	35	35	10	
Firepole space	2	20	40	2	20	40	0	
Stair Towers	2	200	400	2	174	348	-52	10'x20' stair shafts
Total Second Floor Space			3,105			2,991	-114	
THIRD FLOOR								
Stair Tower	1	200	200	1	185	185	-15	
StorageClosets	2	60	120	2	56	112	-8	
Bunk Room	1	250	250	1	675	675	425	
Exercise Room	1	250	250	1	627	627	377	
Total Third Floor Space			820			1,599	779	
Total Net square footage (Program)			9,440			9,970	530	

First Floor Total Net Area	5,515	5,380
Second Floor Total Net Area	3,105	2,991
Third Floor Total Net Area	820	1,599
Total Building Net Area	9,440	9,970
30% Circulation/Building Structure	3,304	1,859
Total Building Gross Area	**12,744**	**11,829**

SITE EVALUATION

Our team will field investigate the conditions of the Rotella site, including utility systems and sound separations from residences. We will confirm the survey, zoning analysis, and perform geotechnical services to produce conceptual site design options which explore layout, access, and basic site engineering. We will also evaluate the relocation of fields, courts and playgrounds

The topography, neighboring properties, traffic pattern and flow, unique micro-climate influences and utilities will be evaluated, both for optimum operational efficiency and for the utilities ability to meet the facility's needs as well as anticipating their life expectancy and ability to meet expanding service needs.

A revised program document package will be reviewed with the Department to confirm our findings and identify any conflicts or overlaps between program elements. This will aid in eliminating oversights and identifying shared use opportunities as well as efficiencies in operational procedures.



All of our graphic work will be developed on multiple layer Revit plans that we will enter into our Revit. Three dimensional models will be produced using BIM.

SCHEMATIC DESIGN

Upon approval of the program, the design team will meet to discuss concept designs including site relationship diagrams, building massing concepts, and imagery. The resulting diagrams and discussions will form the basis for developing floor plans, site

plans and elevations. The design concept will also offer opportunities to improve the character and quality of interior space while developing a unique exterior image appropriate to the community. We will review the revised plans with the City.

SP+A will develop an opinion of probable costs, which includes hard construction costs and contingencies, analysis of building systems and methods, designer fees, furniture fixtures and equipment costs, site surveys and subsurface investigations, and relevant bidding and project representative costs. Throughout each task the design team will hold periodic meetings with the Department to ensure appropriate communication of ideas, needs, objectives, costs, and timeline.

In summary, during the Schematic Design phase we will:

- Evaluate site conditions
- Review applicable code requirements
- Develop the selected design approach to address the various project components
- Prepare schematic floor plans, sections, exterior and interior elevations, and interior space layouts
- Prepare initial site plans (including preliminary grading, planting, traffic flow, walkway and site lighting solutions) and field relocations
- Select a foundation and structural system in order to prepare preliminary structural framing plans
- Select building enclosure materials (walls, doors, windows, roofing)
- Determine building circulation and exiting components as needed
- Select electrical, mechanical and plumbing systems for integration with available site utilities
- Prepare a preliminary estimate of probable costs based on the option or options and systems / materials selected to this point
- Develop a preliminary schedule
- Present the schematic documents to the Department / City for review / approval.

DESIGN DEVELOPMENT

Upon the Committee's selection of a schematic design option, we will develop the following documents:

- Foundation Plan
- Floor Plans and Sections
- Roof Framing Plans
- Site & Landscape Plans, including vehicle access and parking
- Exterior and Interior Elevations
- Preliminary Finish Schedules
- M/E/P Systems Plans and Initial Equipment List
- Outline Specifications



We will support the City approval process through land use boards, including the generation of special graphics, preparation of applications, calculations and supporting documentation and the presentation of the project in public hearings and work sessions. We will also meet with the City Engineering, Building, Fire and Health Departments to review the schematic designs, seeking their input and beginning the process for a timely reviewed and permitted project.

CONSTRUCTION DOCUMENTS

During this phase the design documents are further developed into a set of construction documents that provide clear and complete directions for construction of the building. The plans outlined above are finalized, coordinated, checked for compliance with related federal / state / local regulations and presented for final approval.

An evaluation of the costs against the City's budget is reviewed allowing for the substitution of systems and materials if needed to address any projected discrepancies. The schedule is also fine-tuned and, if applicable, a phasing plan is carefully mapped out. Any required checklists, submission forms and waiver letters are prepared at this point on behalf of the City.

BID PHASE SERVICES

We will assist the City during the bid period by responding to contractor's inquiries and requests for additional information or approval of material substitutions. Addenda will be prepared as required to clarify the scope of the work and specifications of material, products and the execution of the work. We will attend and direct the pre-bid meeting with the contractors.

We will review the bid proposals scanned to us, checking the contractor's references and work experience, as well as verifying the completeness of the bid submissions. If requested, we will submit our recommendation for award of the contract. We will attend a pre-award vetting meeting with the apparent low bidder.

CONSTRUCTION ADMINISTRATION

We will provide the full range of construction administration services to meet the project needs, and fully expect to be actively involved. We will provide the following services during the construction phase:

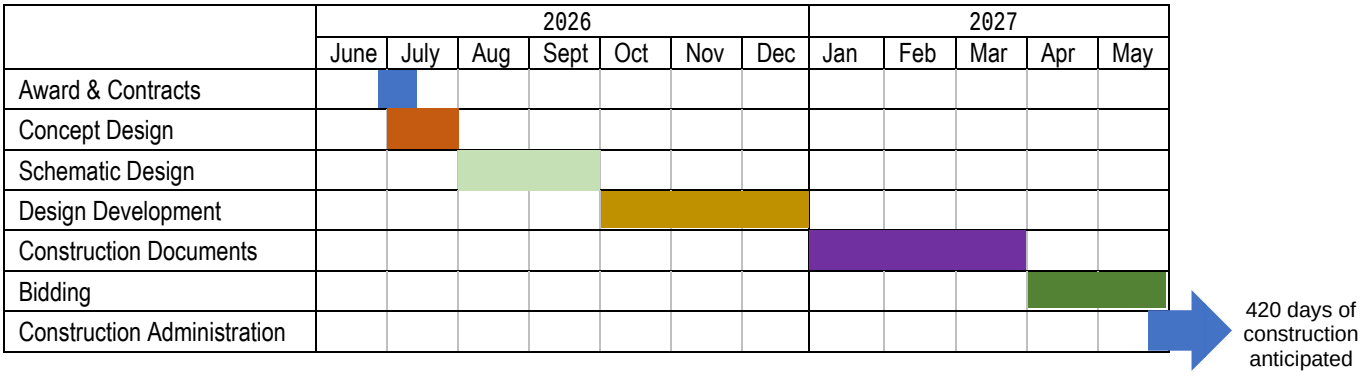
- Shop drawing review and approval
- Design modifications and sketch preparation
- Requisition review and approval
- Job coordination and progress meetings
- Contract interpretation and response to inquiries
- Periodic site visits to assure quality standards are being met and general conformity to the construction documents
- Change order preparation and review
- Punchlist and contract closeout

We will attend the construction kickoff meeting and conduct site visits appropriate to the work activity on site to review the contractor's work and installation, preparing reports of the quality and workmanship for your review and action.

We will conduct punch list/final observation visits to determine if the work is complete and in compliance with the contract documents. This service will also include coordination with the building department and other agencies to assure that the certificates of occupancy are granted as expeditiously as possible.

Project Close Out: We respond to inquiries regarding the warranties and corrective work required by the contractor during the warranty period. We conduct a post construction evaluation of the project, determining the financial and schedule performance of the team, the responsiveness of the designs to the program and other related issues. We assist the City in preparing and submitting the close out documentation if required by any State grants, including final change order summaries and financial reports. We respond to any grant source audit inquiries providing information to the City for resubmission up to two years after the project is substantially complete.

Project Schedule



Services Expected of the City

The following services or tasks are expected of the City who is expected to be an integral team member with us as we produce the designs and construction documents for this project.

- Provide copies of existing condition or ‘as designed’ plans from City or Building Department archives.
- Coordination of timely and concurrent interviews with department heads that are to be affected by the project.
- Development of overall project budgets and communications with various oversight boards or commissions.
- Timely review of project meeting minutes, program summaries, and final report.
- Coordination with any City consultants that will be required by the project.
- City’s Project Manager(s) will be the principal liaison and communicant with City agencies, boards and committees.



Dean Petrucelli, AIA presents and discusses plans with a Building Committee.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 5)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

Too many to list, see attached

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202_5)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

Too many to list, see attached

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

OPEN CONTRACTS WITH THE CITY OF WATERBURY

a/o 3/2/2026

P.O./RFQ #	Project
206262	Chase ES HVAC
206263	Regan ES HVAC
206264	Washington ES HVAC
206265	International School HVAC
206266	Generali School HVAC
206312	Bucks Hill ES HVAC
212199	Firehouse #1 Renovation
RFQ# 8132	On-Call Engineering (2025 - 2027)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 5)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

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

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

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

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

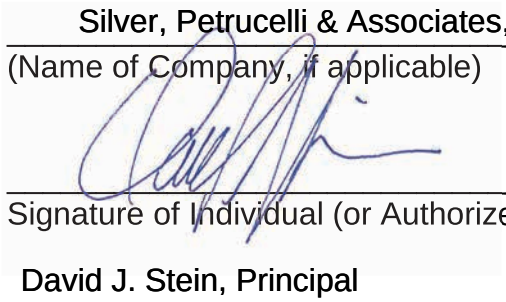
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

Silver, Petrucelli & Associates, Inc.
(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

6/3/2026
Date

David J. Stein, Principal
Print or Type Name and Title (if applicable)

DELIVERED | By Mail [X] Hand-Delivered [ ]

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: Silver, Petrucelli & Associates, Inc.
3190 Whitney Avenue
Hamden, CT 06518

Print Name and Title of Authorized Representative: David J. Stein, Principal

Signature of Authorized Representative:

Date: 6/3/2026

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.:_____

County of New Haven

David J. Stein, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** principal of Silver, Petrucelli & Associates, Inc (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 Dean A. Petrucelli	President	9/10/1963	46.3
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

_____ _____

Witness Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

Denise La Rosa
_____
Witness

Silver, Petrucelli & Associates, Inc.
Name of Corporate Signatory

3190 Whitney Avenue
Address of Business
Hamden, CT 06518

Affix Corporate Seal

By: _____
Name of Authorized Corporate Officer

Its: David J. Stein, Principal
Title

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

State of Connecticut)

) SS

County of New Haven)

David J. Stein being duly sworn,

deposes and says that he/she is Principal of Silver, Petrucelli & Associates, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 3rd day of June 2026.

Joan M. Ireland (Notary Public)

My Commission Expires: July 31, 2026

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 5/27/2026 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-1329866
Social Security Number
or Federal Identification Number

_____
Signature of Individual or Corporate Name

David J. Stein, AIA, Principal
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name David J. Stein, AIA
By: Prinicipal
(Title)
Business Address: 3190 Whitney Avenue
(City, State, Zip Code)
Hamden, CT 06518

Phone: 203-230-9007 x 201
Email: dstein@silverpetrucelli.com
Date: 6/3/2026

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

RFP ~~#8590~~ 8778

RFP ATTACHMENT F

Contractor Qualification Statement

(Must be submitted as part of Proposal in accordance with RFP Section VIII. Submittal Requirements & Required Format)

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

SUBMITTED TO: **DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

SUBMITTED BY:
NAME: David J. Stein, AIA

BUSINESS NAME: Silver, Petrucelli & Associates, Inc. ☒ Corporation

☐ Partnership

OFFICE ADDRESS: 3190 Whitney Avenue, Hamden, CT 06518 ☐ Individual

☐ Joint Venture

☐ Other_____

PRINCIPAL OFFICE: 3190 Whitney Avenue, Hamden, CT 06518
BUSINESS TELEPHONE NUMBER: 203-230-9007 x 201
BUSINESS FAX NUMBER: N/A
BUSINESS EMAIL ADDRESS: dstein@silverpetrucelli.com

(**NOTE:** Attach separate sheets as required)

1. How many years has your organization been in business?
   35+

2. How many years has your organization been in business under its present business name?
   35+

3. If a Corporation OR LLC, answer the following: Date of Incorporation:
   10/1/1991

   State of Incorporation: Connecticut

President/Member: Dean A. Petrucelli, AIA

Vice Presidents/Members: David J. Stein, AIA

Secretary/Member: Robert Banning, PE

Treasurer/Member:

4. If a Partnership, Individual, Joint Venture or other, answer the following: Date of Incorporation:

State of Operation:

Officers and Titles:

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

Norfolk Firehouse - $9.5M - In Construction (December 2026

Old Greenwich ES - $34.5M - in Construction (January 2029)

Meriden Emergency Communications Center - $4.8M - in Construction (June 2027)

Oswegatchie Fire House - $12.6M - In Construction (March 2027)

NOTE: The City may contact one or more of the organization associated with the above listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract? No

If YES, please explain circumstance(s):

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

None

8. List your major equipment available for this contract.

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

(Title)	(Name / Telephone Number)
Dean Petrucelli, AIA, President	203-710-4881
David J. Stein, AIA, Vice President	203-605-1930
Christopher Nardi, AIA, Principal	203-631-8595

City of Waterbury – Request for Proposal # 8590

The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

10. Dated at Hamden, CT this 3rd day of June, 2026 Name of Contractor:

By: David J. Stein, AIA

(Print and sign name of duly authorized principal) Title: Vice President

END OF RFP ATTACHMENT F

Information Regarding Failure to Complete Work, Default & Litigation

a. Have you ever failed to complete any work awarded to you? If so, where and why?	Silver / Petrucelli + Associates has never failed to complete any work awarded to us.
b. Have you ever defaulted on a contract? If so, where and why?	We have never defaulted on a contract.
c. Is there any pending litigation, which could affect your organization's ability to perform this agreement? If so, please describe.	There is no pending litigation which could affect our organization's ability to perform this agreement.
d. Has your firm ever had a contract terminated for cause within the past (5) years? If yes, provide details.	We have never had a contract terminated prior to completion in our 32-year history, another example of responsive and outstanding service to our clients throughout Connecticut.
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.	No.
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details	During the past 32+ years Silver / Petrucelli + Associates has never filed for protection under the Federal bankruptcy laws.
g. Are there any other factors or information that could affect your firm's ability to provide the service being sought about which the City should be aware?	There are no other factors or information that could affect Silver / Petrucelli + Associates' ability to provide the services being sought about which the City should be aware.



ARCHITECTS
ENGINEERS
INTERIORS

July 9, 2026

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

Re: New Construction of Fire Station 5 – Fee Revision
RFP# 8778
SP+A Project No. 26.073

Kevin:

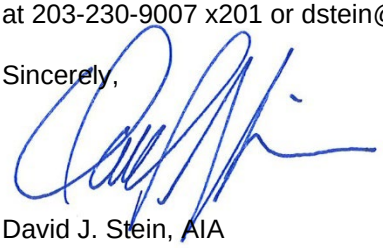
Based on our discussion during the interview for the above-referenced project, we have revisited and revised our geotechnical and traffic engineering fees accordingly.

The geotechnical services have been updated based on an allowance for two days of subsurface borings, preparation of the geotechnical engineering report, design-phase consultation, and one day of construction administration services, as needed, depending on the soil conditions identified in the report.

The traffic engineering fee has also been revised to reflect the scope discussed during the interview. The revised fee includes traffic signalization design services and engineering review during construction.

Please find the revised fee proposal attached for your review. We appreciate the opportunity and look forward to the next steps. If you have any questions or would like to discuss the revisions, please don't hesitate to contact me. at 203-230-9007 x201 or dstein@silverpetrucelli.com.

Sincerely,



David J. Stein, AIA
Principal | Vice President

Silver Petrucelli + Associates
3190 Whitney Avenue | Hamden CT 06518
311 State Street | New London CT 06320
203 230 9007 *silverpetrucelli.com*

REQUEST FOR PROPOSAL NO. ~~8590~~8778
BY
THE CITY OF WATERBURY
FOR
DESIGN FOR THE NEW CONSTRUCTION OF FIRE STATION 5

ATTACHMENT E - COST PROPOSAL
(Must be submitted as part of the Proposal in a separate sealed envelope marked "Confidential: Price Proposal.")

Date: 7/9/2026

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

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Silver, Petrucelli & Associates, Inc.
(Print or Type Company/Corporate Name)

3190 Whitney Avenue, Hamden, CT 06518
(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

Fire Station 5 Design Price Proposal Sheet RFP# ~~8590~~ 8778	
ITEM #	**ITEM DESCRIPTION IN WORDS AND FIGURES**
1	**Base Bid Conceptual Document Development (Plans and Project Narratives)** The work under this item shall include, but is not limited to, completing all the necessary conceptual design drawing(s) and project narratives, required for the construction of Fire Station 5. Consultant shall participate in up to 5 conceptual design meetings with city officials (including the Fire Department). Eighteen thousand two hundred forty four Lump Sum ($ 18,244) Written figures
2	**Base Bid Schematic Document Development (Plans and Specifications)** The work under this item shall include, but is not limited to, completing all the necessary schematic design drawing(s) and preliminary specifications, including the preliminary estimate, required for the construction of Fire Station 5. Forty one thousand five hundred fifty eight Lump Sum ($ 41,558) Written figures
3	**Base Bid Design Development Document Development (Plans and Specifications)** The work under this item shall include, but is not limited to, completing all the necessary design drawing(s) and specifications, including a design development estimate and preliminary alternates, required for the construction of Fire Station 5. One hundred twenty nine thousand two hundred eighteen Lump Sum ($ 129,218) Written figures
4	**Base Bid Construction Document Development (Plans and Specifications)** The work under this item shall include, but is not limited to, completing all the necessary construction design drawing(s) and specifications, including any alternates required and including the final estimate, required for the construction of Fire Station 5. Eighty six thousand five hundred ninety one Lump Sum ($ 86,591) Written figures
5	**Certified Estimating Firm** The work under this item shall include, but is not limited to, a certified estimating firm to provide estimates for all disciplines at each of the four design submissions phases, consistent with CSI format and Uniformat II (Level One, Two, and Three). Estimates to be submitted as part of each package. Twenty four thousand seven hundred fifty Lump Sum ($ 24,750) Written figures

Fire Station 5 Design Price Proposal Sheet RFP#~~8590~~ 8778	
ITEM #	**ITEM DESCRIPTION IN WORDS AND FIGURES**
6	**Scheduler – Design** The work under this item shall include, but is not limited to provide scheduling services for each design submission (totaling 180 consecutive calendar days) and four (4) submissions (Conceptual, Schematic, Design Development and Construction Documents). A final schedule shall also be provided with the proposal submission. see schedule in Quals) Five thousand one hundred ninety eight Lump Sum ($ 5,198) Written figures
7	**Geo-Technical Drilling, Testing and Evaluation** The work under this item shall include, but is not limited to, any necessary geo-technical drilling, test pits, borings and evaluation to determine the existing soils' status for both environmental and site planning purposes. Thirty two thousand Lump Sum ($ 32,000) Written figures
8	**Partial Boundary and Topographic Survey** The work under this item shall include, but is not limited to, conducting a partial boundary and topographic survey, including utility mark outs. Twenty three thousand six hundred twenty five Lump Sum ($23,625) Written figures
9	**Phase One Environmental Site Assessment** The work under this item shall include, but is not limited to, conducting a phase one Environmental Site Assessment. Six thousand eight hundred twenty five Lump Sum ($ 6,825) Written figures
10	**Traffic Study** The work under this item shall include, but is not limited to, conducting a traffic study including the design and oversight inspection of any signalization required. Fifty three thousand two hundred fifty Lump Sum ($ 53,250) Written figures

Fire Station 5 Design Price Proposal Sheet RFP#~~8590~~ 8778	
ITEM #	**ITEM DESCRIPTION IN WORDS AND FIGURES**
11	**Base Bid – Bidding Services** The work under this item shall include, but is not limited to, drafting and preparing an RFP or ITB for the construction of Fire Station 5, attending mandatory pre-bid meeting, responding to addenda/RFIs questions, and reviewing the bids and advising the committee. Seven thousand seven hundred ninety six Lump Sum ($ 7,796) Written figures
12	**Base Bid – Construction Administration Services (420 consecutive calendar days)** The work under this item shall include, but is not limited to, attending weekly construction meetings (1 per week for 6 hours), required site visits during construction (minimum 3 visits per week for 8 hours per visit), responding to all RFIs, reviewing all product data and shop drawing submittals, reviewing and signing applications for payments as Architect, and reviewing and preparing any necessary change orders. Proposers shall provide all necessary backup (timesheets, travel, paperwork, etc.) Ninety two thousand eight hundred twenty four Lump Sum ($ 92,824) Written figures Six thousand six hundred thirty Unit Price per Month ($ 6,630) Written figures
13	**Post Construction Services** The work under this item shall include, but is not limited to, issuing a semi-final punch list, issuing a final punch list and reviewing all closeout paperwork including owner's manuals and warranties. Five thousand one hundred ninety eight Lump Sum ($ 5,198) Written figures
14	**Additional Services – Exploratory Work** The work under this item shall include, but is not limited to, any exploratory work necessary during the design phase in order to provide a complete comprehensive set of plans and specifications. (All equipment, small tools, manpower, and accessories). **This allowance is only to be used at the authorization of the WDC/City.** Proposers shall provide all necessary backup (timesheets, travel, paperwork, etc.) FIFTEEN THOUSAND DOLLARS AND ZERO CENTS Lump Sum ($ 15,000.00) Written figures
15	**Additional Services - Design** The work under this item shall include, but is not limited to, any additional design requirements not specifically addressed in the information provided within this RFP and all attachments. This item will also include any coordination requirements necessary for the future occupancy and layout of tenant spaces (FFE). **This allowance is only to be used at the authorization of the WDC/City**. Proposers shall provide all necessary backup (timesheets, travel, paperwork, etc.) FIFTEEN THOUSAND DOLLARS AND ZERO CENTS Lump Sum ($15,000.00) Written figures

Fire Station 5 Design Price Proposal Sheet RFP#~~8590~~- 8778	
ITEM #	**ITEM DESCRIPTION IN WORDS AND FIGURES**
16	**Additional Services - Construction Administration** The work under this item shall include, but is not limited to, any additional construction administration services not specifically addressed in the information provided within this RFP and all attachments. **This allowance is only to be used at the authorization of the WDC/City.** Proposers shall provide all necessary backup (timesheets, travel, paperwork, etc.) TWELVE THOUSAND DOLLARS AND ZERO CENTS Lump Sum ($ 12,000.00) Written figures
17	**Additional Services - Unforeseen** The work under this item shall include, but is not limited to, perform additional work as mutually agreed and as directed upon written authorization by WDC/City. **This allowance is only to be used at the authorization of the WDC/City.** Proposers shall provide all necessary backup (timesheets, travel, paperwork, etc.) TEN THOUSAND DOLLARS AND ZERO CENTS Lump Sum ($ 10,000.00) Written figures
	Lump Sum Base Bid Total (Items 1 through 17) Written amount Five hundred seventy nine thousand seventy seven Lump Sum ($ 579,077)

All bid items shall include all costs necessary to perform the work and the costs for all materials, equipment, tools, labor and work incidental thereto, including profit and overhead.
All items in the Price Proposal shall include all applicable taxes, fees and other incidental costs.

Proposer's must fill in all blank spaces on the Price Proposal and must summit a price for every item.

Proposer's must fill in all blank spaces on the Price Proposal, including without limitation lump sum prices, unit prices, extended prices and total prices, as requested therein, or the Proposal will not be considered and shall be void. The price of each item on the form shall be stated in format requested. Prices are to be written in words and figures. In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using any estimated quantities and/or unit prices shall govern in determining the Proposal pricing. In case of a discrepancy in prices, the bid amount in words shall prevail.

The undersigned also agrees that any quantities indicated are for price comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Project.

The undersigned hereby certifies under the penalties of perjury that this Price Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity

Respectfully submitted by:

Silver, Petrucelli & Associates, Inc.
Business/Corporate Name (Print or Type)


Signature of Authorized Official (Print or Type)

David J. Stein, AIA
Printed Name of Authorized Official (Print or Type)

Vice President
Title of Authorized Official (Print or Type)

Proposer shall provide Proposer's Contact Information below:

3190 Whitney Avenue Business Address: (Print or Type)	N/A Business Fax Number: (Print or Type)
Hamden, CT 06518 City, State, Zip Code: (Print or Type)	N/A Business Mobile Number: (Print or Type)
203-230-9007 x 201 Business Telephone Number: (Print or Type)	dstein@silverpetrucelli.com Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

END OF COST PROPOSAL

REQUEST FOR PROPOSAL NO. ~~8590~~ 8778
BY
THE CITY OF WATERBURY
FOR
DESIGN FOR THE NEW CONSTRUCTION OF FIRE STATION 5

06-1329866
Social Security Number
or Federal Identification Number

Silver, Petrucelli & Associates, Inc.
Signature of Individual or
Corporate Name

Silver, Petrucelli & Associates, Inc.
Company Name

Vice President
Corporate Officer
(if applicable)

By: _____
(Title) Vice President

3190 Whitney Avenue
(Business Address)

Hamden, CT 06518
(City, State, Zip Code)

Date: 7/9/2026

Email: dstein@silverpetrucelli.com

END OF ATTACHMENT E

ARCHITECTS
ENGINEERS
INTERIORS

HOURLY RATES

Personnel	Hourly Rate
Principal	$231
Senior Architect	$185
Architect	$148
Senior Designer	$128
Designer	$114
Professional Engineer	$182
Senior Engineer	$138
Design Engineer	$114
Senior Interior Designer	$128
Interior Designer	$114
Specifications	$136
Construction Administrator	$128
Administration	$101

Silver Petrucelli + Associates
3190 Whitney Avenue | Hamden CT 06518
311 State Street | New London CT 06320
203 230 9007 *silverpetrucelli.com*

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

May 27, 2026

RFP 8778 Professional Design Services Proposed Fire Station 5

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8778**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

The Contract Documents are hereby amended as follows:

Please refer to the questions and answers below.

Question: Will you seek OGA State reimbursement for the playgrounds and fields?
Answer: No. The new playground will be paid from City funds as it is part of the Fire Station Project.

Question: Can you share copies of each of the sign in sheets that were passed around at the start of the walkthrough?
Answer: Please see attached.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

WATERBURY
DEVELOPMENT CORPORATION

Sign-In Sheet

MANDATORY PRE-BID INFORMATION SESSION FOR
ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR DESIGN
NEW CONSTRUCTION OF FIRE STATION 5
RFP #8778

WEDNESDAY, May 20, 2026 at 10:00 AM 380 Pierpont Road Waterbury CT

Please Print

REPRESENTATIVE NAME	COMPANY	TELEPHONE NUMBER	EMAIL ADDRESS
TODD COSTA	KAESTLE BOOS ASSOC.	508.203.8672	TCOSTA @ KBA-ARCHITECTS.COM
ERIC ROISE	KAESTLE BOOS (KBA)	860-575 3749	EROISE@KBA-ARCHITECTS.com
JULIEN ALEXIS	GISOLFI	914-478 3677	JAlexis@gisolfillp.com
RALPH SPINELLI	RUSSELL & DAWSON INC	860-289-1100	ralph.spinelli@rdaep.c

WATERBURY
DEVELOPMENT CORPORATION

Sign-In Sheet

MANDATORY PRE-BID INFORMATION SESSION FOR
ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR DESIGN
NEW CONSTRUCTION OF FIRE STATION 5
RFP #8778

WEDNESDAY, May 20, 2026 at 10:00 AM 380 Pierpont Road Waterbury CT

Please Print

REPRESENTATIVE NAME	COMPANY	TELEPHONE NUMBER	EMAIL ADDRESS
ZACH MARCHETTI	MARCHETTI CONSULTING ENGINEERS	914-764-7011	ZACH @ MARCHETTICONSULTINGENGINEERS.COM
Patrick Walsh	Peter F. Gaito & Assoc.	914 682-3381	pwalsh@pfga.net

WATERBURY
DEVELOPMENT CORPORATION

Sign-In Sheet

MANDATORY PRE-BID INFORMATION SESSION FOR
ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR DESIGN
NEW CONSTRUCTION OF FIRE STATION 5
RFP #8778

WEDNESDAY, May 20, 2026 at 10:00 AM 380 Pierpont Road Waterbury CT

Please Print

REPRESENTATIVE NAME	COMPANY	TELEPHONE NUMBER	EMAIL ADDRESS
DAN DRYZGULA	FRIAR	203.64-8722	DRO@FRIAR.COM
DAVID STEIN	Silver Petrucelli	203 230.9007	dstein silverpetrucelli.com

WATERBURY
DEVELOPMENT CORPORATION

Sign-In Sheet

MANDATORY PRE-BID INFORMATION SESSION FOR
ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR DESIGN
NEW CONSTRUCTION OF FIRE STATION 5
RFP #8778

WEDNESDAY, May 20, 2026 at 10:00 AM 380 Pierpont Road Waterbury CT

Please Print

REPRESENTATIVE NAME	COMPANY	TELEPHONE NUMBER	EMAIL ADDRESS
VINCENT MASTROMARCO	LOTHROP ASSOCIATES ARCHITECTS	914-741-1115	vmastromarco@lothropassociates.com

WATERBURY
DEVELOPMENT CORPORATION

Sign-In Sheet

MANDATORY PRE-BID INFORMATION SESSION FOR
ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR DESIGN
NEW CONSTRUCTION OF FIRE STATION 5
RFP #8778

WEDNESDAY, May 20, 2026 at 10:00 AM 380 Pierpont Road Waterbury CT

Please Print

REPRESENTATIVE NAME	COMPANY	TELEPHONE NUMBER	EMAIL ADDRESS
Lisa Lockton	Landmark Architects	860-346-1333	LLockton@landmarkarch.com
Jordan Gershman	The Galante Architecture Studio	860-956-5108	JG@galantearchitecture.com

SILVE-2 OP ID: KAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Regina Dabbraccio
Anderson - Krause, Inc. P O Box 110 Branford, CT 06405 Anderson - Krause Inc. 203-488-6386	PHONE (A/C, No, Ext): 203-488-6386 FAX (A/C, No): 203-488-1738 E-MAIL ADDRESS: rdabbraccio@andersonkrause.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ITT Hartford Insurance Group — 22357
INSURED Silver Petrucelli & Assoc. Inc Attn: Amanda Cleveland 3190 Whitney Ave. Bldg 2 Hamden, CT 06518	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	31SBARU1946	02/06/2026	02/06/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	31UECTD2847	02/06/2026	02/06/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000	X	X	31SBARU1946	02/06/2026	02/06/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	31WECAV7TKG	02/06/2026	02/06/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	VALUABLE PAPERS			31SBARU1946	02/06/2026	02/06/2027	VAL.PAPER	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: New Construction of Fire Station #5 RFP #8778 SPA #26.073
The holder the City of Waterbury, the Fire Department and Waterbury Development Corporation are listed as addt'l ins'd as req'd by written contract. Blkt Waiver of Subrogation on WC & GL when req'd by written
>>>>>>>>>> PAGE TWO<<<<<<<<<<

CERTIFICATE HOLDER CITYW-5

City of Waterbury
235 Grand Street
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Krause

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contract or agreement as well as primary & non-contributory on GL & Auto when req'd by written contract.

SILVPET-01 SSRUTHI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Serena Turchik
Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	PHONE (A/C, No, Ext): (860) 430-4308 FAX (A/C, No): E-MAIL ADDRESS: sturchik@smithbrothersusa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Silver Petrucelli & Associates, Inc.
3190 Whitney Avenue
Hamden, CT 06518

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	**Professional Liab.**			**AEH591967679**	**1/13/2026**	**1/13/2027**	**Each Claim**	**5,000,000**
A	**Full Prior Acts**			**AEH591967679**	**1/13/2026**	**1/13/2027**	**Aggregate**	**5,000,000**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT.

Re: New Construction of Fire Station #5 RFP #8778 SPA #26.073

CERTIFICATE HOLDER

City of Waterbury
235 Grand Street
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

August 24, 2026

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval of a contract with KONE Inc. (RFP 8764), for a three-year period and in the not to exceed amount of $431,230, for elevator service, maintenance and repairs at Department of Education Facilities.

The aforementioned was approved by the Board of Education at its regular meeting of August 20, 2026.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc/email: J. Gay

WATERBURY
PUBLIC SCHOOLS

Rebecca Gonzalez
Chief Operating Officer
(203) 346-2340
Rebecca.Gonzalez@waterbury.k12.ct.us

MEMORANDUM

DATE: August 18, 2026

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

FROM: Rebecca Gonzalez, Chief Operating Officer

RE: Executive Summary for Contract (RFP#8764) for Education Department Elevator Service Maintenance and Repairs with KONE, Incorporated

---

The Education Department respectfully requests your review and approval of a maintenance service agreement with KONE, Incorporated (KONE) for elevator maintenance and repair services at all applicable schools in the total amount of $431,230.

The three-year agreement will provide routine elevator maintenance and on-call repair services, including monthly examinations, adjustments, cleaning, training, and lubrication of school elevators. The contract term begins September 1, 2026 through August 31, 2029, covering 30 elevators during the first year and 32 elevators during the second and third years, following the completion of the elevator additions at Wilson and Driggs. As required by the State of Connecticut, a five-year full-load test will be performed on an estimated 11 elevators during the contract term, as not all elevators will be due for testing within the three-year period. The full-load test is $5,440 per elevator, for a total estimated cost of $59,840 over the term of the contract. An owner-controlled contingency of $34,257.20 is also included to address unforeseen circumstances that may arise during maintenance or repair work.

The total contract amount of $431,230 is comprised of the following:

- Year 1: $108,000
- Year 2: $112,320
- Year 3: $116,812.80
- Five-year full-load tests: $59,840
- Owner-controlled contingency: $34,257.20

This agreement will ensure the continued safe, reliable, and compliant operation of elevators throughout the district. Thank you for your consideration.

c: Michal Konopka, Jerry Gay

Contract
for
Elevator Service Maintenance and Repairs
at
Department of Education Facilities
between
The City of Waterbury
and
KONE Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY,** City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **KONE INC.,** located at 60 Commerce Drive, Trumbull, Connecticut 0661, a Delaware corporation authorized to do business in Connecticut (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8764** regarding elevator service maintenance and repairs on behalf of the City's Department of Education at certain of its facilities (the "Project");

WHEREAS the City accepted the Contractor's bid for **RFP No. 8764;** and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Scope of Services.** The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as the "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

1.1 The Project consists of providing elevator service maintenance and on-call repair services at certain City Department of Education facilities -- all as more particularly detailed and described in the Bid Documents in **Attachments A,** which is attached hereto and made a material part hereof. **Attachment A** consists of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 8764,** incorporated by reference;

1.1.2 Addendum 1 to **RFP No. 8764** (attached hereto);
1.1.3 Contractor's Price Proposal, dated May 11, 2026, consisting of 4 pages (attached hereto);
1.1.4 Contractor's Response with associated attachments to **RFP No. 8764,** consisting of 102 pages (attached hereto);
1.1.5 All applicable federal, state and local statutes, regulations charter and ordinances (incorporated by reference);
1.1.6 City of Waterbury, Board of Education, **RFP No. 8764,** Scope of Services;
1.1.7 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
1.1.8 All amendments and change orders issued by the City after execution of Contract (incorporated by reference); and
1.1.9 All applicable permits and licenses (incorporated by reference).

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

1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Amendment(s) and Change Orders;
1.2.3 This Contract;
1.2.4 Addenda to **RFP No. 8764,** if any;
1.2.5 **RFP No. 8764** including City of Waterbury, Board of Education, **RFP No. 8764** Scope of Services;
1.2.6 Contractor's Price Proposal; and
1.2.7 Contractor's Response.

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

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless the use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its

supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibility to examine and to be thoroughly familiar with the City's bid document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its bid and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its bid proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the bid process to ask questions it saw fit and to review the responses from the City;

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

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submitting its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the

Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 8764** (collectively, the "Bid Documents");

3.1.7 it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8 it has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous conditions caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall Contractor in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full

responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to **Section 8** of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. Contractor's Employees. The Contractor shall always enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract

Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed; the Contractor shall thereafter wait for written instructions from the City before proceeding under such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in **Section 1** of this Contract and **Attachment A,** the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in **Section 1** of this Contract and **Attachment A,** the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract., and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions like those at the Project site. One (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

3.16. Criminal Background Check and DCF Registry Check. The Contractor

shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student's while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City, that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have contact with a student. The contractor agrees the "direct contact" shall include the contractor and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such an event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The term of this Contract shall be September 1, 2026, through August 31, 2029 ("Contract Time").

5.1. Attached hereto as **Attachment B,** is the Project's schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. No Damage for Delay. In no event shall the Contractor be entitled to any

compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all the goods and services set forth in this Contract as follows in this **Section 6.** No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of the failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this **Section 6,** the fee payable to the Contractor shall not exceed **FOUR HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED THIRTY DOLLARS ($431,230)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Price Proposal set forth in **Attachment A,** which is summarized below and inclusive of the required payment and performance bonds:

i. Year 1 (9/1/26 through 8/31/27) -- **$108,000** (base payment);
ii. Year 2 (9/1/27 through 8/31/28) -- **$112,320** (base payment);
iii. Year 3 (9/1/28 through 8/31/29) -- **$116,812.80** (base payment);
iv. Allowance for 5 Year Load Test is **$5,440** per elevator with an estimated 11 elevators for a total of **$59,840** as governed by **Section 6.1.3** below; and
v. **$34,257.20** -- Owner Controlled Contingency as governed by **Section 6.1.3** below.

6.1.1 On-Call Repair Services. The Contractor shall bill for on-call repair services as per the Contractor's Price Proposal attached hereto.

6.1.2 Woodrow Wilson Elementary and Driggs Elementary Schools. If and when elevator maintenance services are required at Woodrow Wilson Elementary or Driggs Elementary Schools, the cost for those services shall be treated in accordance with **Section 27.**

6.1.3 Owner Controlled Contingency and Allowance(s). At the sole discretion and control of the City, the Contingency and Allowance amount as set forth in **Section 6.l(v)** of this Contract shall be utilized for payment to the Contractor for additional work requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency and Allowance shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency and Allowance

shall be the funding source for any City approved additional work and services. Unless properly approved in writing by the City **(see Section 27),** Contractor shall not be entitled to any compensation from such contingency or allowance. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

6.2. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in **Section 6.1** of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.2.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.2.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.3. Bid Costs. All costs of the Contractor in preparing its bid for **RFP Number 8764** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.4. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project; at the City's discretion is may request written confirmation that such payment obligations are fulfilled prior to releasing any subsequent payments to the Contractor. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all the foregoing payment obligations have been fully completed.

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

6.6. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

6.7. Contractor's Certificate of Completion. Upon the Contractor's completion of each service required hereunder, it shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Payments Subject to Correction. All City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction. No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) 365 calendar days after the City delivers its written notice or its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time or date expressly stated elsewhere in this Contract or **Attachment A.**

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees and assign same to the City and the City shall avail itself of same to the fullest extent provided by the terms thereof. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. The City's beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project worksite and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project worksite without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

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

9.2. In any and all claims against the City, Board of Education or any of City's boards, including the Board of Education, and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, including the Board of Education, and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, comrr11ss10ns, agents, employees or officials as provided herein.

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

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the **Section 6** "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in **Section** 7 of this Contract, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this **Section 11** has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size

category as shown in the most current A.M. Best Company ratings, with the exception of Contractor's Excess carrier who is Finnish and rated under Standard and Poor's/Moody's.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and its Boards and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

11.4. The following policies with stated limits shall be maintained, in full force and effect, always during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance: $1,000,000.00 per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00** products and completed operations aggregate; providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: $1,000,000.00 combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances -- **$1,000,000.00** each occurrence and **$1,000,000.00** Aggregate.

11.4.5 Professional Liability Insurance: $1,000,000.00 each claim. **$1,000,000.00** aggregate limit Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded by the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage as their interests may appear."** The City's Invitation to Bid Number must be shown on the certificate of insurance to ensure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

11.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance certificate.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By

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

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

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

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

12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School

Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as specified herein. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements and will require the same of all subcontractors.

13.3. Contractor Corrective Action.

13.3.1. Pursuant to Conn. Gen. Stat. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 corrective 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 such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor related to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business

enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

13.3.2. Pursuant to Conn. Gen. Stat. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with the information requested by the commission, and permits 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 section 46a-56.

14. Place Holder.

15. Place Holder.

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at

least five (5) business days before the effective date of such termination. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 16.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 16.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Section 16.2.**

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

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

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

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City if sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

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

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

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

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

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, one or all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

17. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

17.3. Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in **Section 5** of this Contract.

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

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

18.4. The Contractor shall make payments to its subcontractors in accordance with all applicable state and federal laws and regulations. At the City's sole discretion (but not obligation), it may require written proof that all prior periodic payments to subcontractors have been made prior to releasing any subsequent payments, including final payment.

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

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

21. Interest of City Officials. No member of the governing bodies of the City, no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in **Section 1** above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days .after receipt of a request by the City for any such change or such other period as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional costs or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the

Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referring to the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP Number 8764** and **(ii)** the Contractor's Bid response to **RFP Number 8764.** Said historical documents are attached hereto as part of **Attachment A.**

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

28.2. Presumption. This Contract or any section thereof shall not be construed against any party because the Contract or any section thereof was drafted by such party.

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

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

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

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

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

Contractor:	KONE Inc. 60 Commerce Drive, Trumbull, CT 06611
City:	City of Waterbury City Hall 235 Grand Street Waterbury, CT 06702
With a copy to:	Waterbury Corporation Counsel's Office City of Waterbury City Hall 235 Grand Street Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc., whether they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's

Code of Ordinances. Note, however, this **Subsection 34.6** shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

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

34.10. The Contractor hereby acknowledges receipt of a copy of Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009".* For Chapter 38, click on **"TITLE** III: **ADMINISTRATION",** then click **on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM".** For Chapter 39, click on **"TITLE III: ADMINISTRATION",** then click on **"CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].**

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

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers

and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1. **Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2. **Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.

35.3. **Bidder:** A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

35.4. **City:** The City of Waterbury, acting directly or through specifically authorized personnel.

35.5. **Construction Supervisor:** An employee of the City of Waterbury, or another City duly authorized person.

35.6. **Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion and (ii) Final Completion.

35.7. **Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for

purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8. **Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9. **Notice to Proceed:** A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.10. **Plans:** All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.11. **Project Engineer or Manager:** An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

35.12. **Shop Drawings:** Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.13. **Specifications or Technical Specifications:** The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.14. **Subcontractor:** A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.15. **Substantial Completion:** The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.

35.16. **Substitution:** A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.17. **Supplementary General Conditions:** An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of

this Contract.

35.18. **Work:** All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19. **Using Agency:** School Inspector's Office, Department of Education.

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

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date:_____

WITNESSES:

_____

_____

KONE INC.

By:_____
Aaron Ites, Senior Vice President

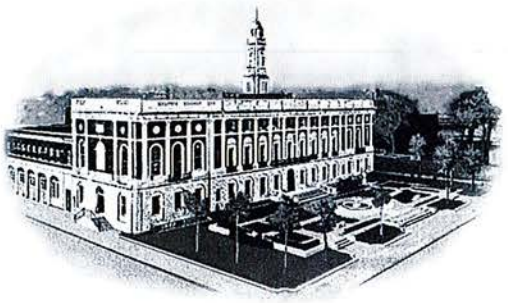
Date:_____

ATTACHMENT A

ATTACHMENT B

#5

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR

THE CITY OF WATERBURY

CONNECTICUT

August 25, 2026

Honorable Board of Aldermen
c/o Michael Dalton, City Clerk
235 Grand Street
Waterbury, CT 06702

Re: Unrestricted and Restricted Appointments to Boards and Commissions

Dear Honorable Board Members:

I hereby notify this Honorable Board of my appointment of the following individual to the following Boards and Commissions of the City of Waterbury:

The following Appointment is placed before you for favorable consideration, "not to disapprove" the following individuals:

UNRESTRICTED APPOINTMENT:

FAIR RENT COMMISSION

Appointee	**Term to be appointed**
Kevin Taylor (D)	6/19/2023-12/31/2026

Respectfully submitted,

WATERBURY CITY CLERK
RECEIVED
2026 AUG 25 P 1:35

Paul K. Pernerewski, Jr.
Mayor, City of Waterbury

Memorandum

To: Board of Aldermen

From: Lisa Lebreiro, Program Manager, Health Department

Date: August 25, 2026

Re: **Board of Aldermen Approval Request / Executive Summary** – Lead and Healthy Homes Professional Services Contract for Waterbury Lead & Healthy Homes between the City of Waterbury and Bruce McEntee of 28 Mitchell Avenue.

The Health Department respectfully requests your approval of the above-referenced contract in the amount of $92,750.00 for Lead and Healthy Homes Professional Services between the City of Waterbury and Bruce McEntee for mitigation of four units for housing- related health hazards and lead reduction work as set forth in the contract.

This contract was initiated under the Invitation to Bid process (Bid #8895).

The Contract Term is three years commencing on the of Determined Eligibility and the project is being totally funded by HUD.

Accordingly, attached for your review and consideration are 1 original copy, one PDF and 8 copies of the proposed contract, plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Thank you,

Lisa Lebreiro,
Program Manager
Waterbury Lead & Healthy Homes
Attachment

CITY OF WATERBURY
DEPARTMENT OF PUBLIC HEALTH
LEAD AND HEALTHY HOMES PROGRAM

OWNER-CITY AGREEMENT

This Agreement, effective on the date signed by the Mayor, is entered into by and between the **City of Waterbury**, a municipal corporation organized and existing under the laws of the State of Connecticut, having an address of 235 Grand Street, Waterbury, Connecticut ("City"), and Bruce McEntee of 19 Mitchell Avenue, Waterbury, CT, 06710 ("Owner(s)") to facilitate the mitigation of certain housing-related health hazards and the performance of certain lead hazard reduction work in accordance with the Policies and Procedures of the Waterbury Lead and Healthy Homes Program ("Program") on the property known as 28 Mitchell Avenue, Waterbury, Connecticut ("Property").

Pursuant to Program Policies and Procedures, the Healthy Homes Project Plan and Lead Hazard Reduction Plan for the Property, Contract for Healthy Homes and Lead Hazard Control Work between Owner and Contractor dated _____ ("Contract"), and the Declaration of Restriction, in addition to any addenda to the aforementioned, the parties hereby agree as follows:

ARTICLE I OWNERSHIP; USE OF PROPERTY

The Owner(s) certify(ies) that he (he/she/they/it) currently hold(s) title to the Property and that the Property is used solely for residential purposes.

ARTICLE II – AMOUNT OF ASSISTANCE; GRANT PERIOD

The Total Contract Price for the mitigation of the housing-related health hazards and the lead hazard reduction work, as set forth in the Contract is $92,750.00. The Total Grant Assistance Amount is $92,750.00. There are four units being funded pursuant to this Agreement. Each unit shall receive $23,187.50 in Grant Assistance.

The Grant Period shall be for a term of three (3) years commencing from the date of the Determined Eligibility of the units.

Determined Eligibility is defined as the date that the City of Waterbury Director of Public Health issues written confirmation that the Property has been cleared of health-related housing and lead hazards in accordance with the Scope of Services set forth in the Contract.

ARTICLE III – OWNER'S CONTRIBUTION

The Owner shall pay that portion of the Total Contract Price for mitigation of housing-related health hazards and lead hazard control reduction work, including consultant fees, not covered by the Total Grant Assistance Amount.

ARTICLE IV – DECLARATION OF RESTRICTION

The Owner understands and acknowledges that he/she/they/it may not transfer in whole or in part any legal or equitable interest in the Property during the Grant Period. The Grant Period for each dwelling unit is the three (3) years from the date of its Determined Eligibility. The Owner further acknowledges that the obligations hereunder may **not** be assigned to a purchaser or any grantee of the Property. If the Owner makes such a transfer, the Owner will be required to repay the remaining balance of the Grant Assistance. The balance due on the Grant Assistance shall be reduced by one-third of the original principal amount each year on the anniversary date of the Determined Eligibility provided that Owner is in compliance with all of the terms and conditions of this Agreement, the Declaration of Restriction, and the provisions of the Program Policies and Procedures.

The City may, upon Owner's application to and approval by the City of Waterbury Board of Aldermen, waive all or any part of the demand for repayment of said Grant Assistance upon proof of hardship that is the direct result of the death of an Owner, dissolution of marriage between Owners, transfer of employment out of the geographical area or accident or illness of the Owner.

During the Grant Period, the Owner may request that the City subordinate its interest in the Declaration of Restriction if required by a lender to allow the Owner to refinance an existing mortgage on the Property. The City of Waterbury, ***may***, in its sole discretion provide such subordination to the new mortgage holder. Only one Subordination request may be granted during any two year period.

ARTICLE V – RENT STABILIZATION; AFFORDABILITY REQUIREMENTS

The Owner agrees that the rent charged for any of the dwelling units shall not be increased from the date of Determined Eligibility for a period of three (3) years nor shall any other terms and conditions of occupancy be altered without the City's prior written consent. Rent increases shall be submitted to the Program for approval and must be accompanied by documentation reflecting increases to the Owner; i.e., taxes, insurance, maintenance costs, etc. The U.S. Department of Housing and Urban Development Fair Market Rent ceilings will be the guidelines used for approving proposed rent increases.

In the event the Owner does increase the rent in violation of the Rent Regulatory Agreement, Owner shall be required to pay all proceeds of such increases to the City. Prior to the start of any work under the Contract, the Owner shall execute a Rent Regulatory Agreement which shall remain in effect for the Grant Period. With regard to the rental units receiving grant assistance hereunder, Owner hereby agrees as follows:

For non-Owner-occupied housing:

- 50% of the units must be occupied by or made available to families with incomes at or below 50% of the area median income level;
- the remaining units shall be occupied or made available to families with incomes at or below 80% of the area median income level;

- in buildings with more than 5 units, up to 20% of the units may exceed 80% of the area median income level;
- When renting units, Owner shall give priority to families with a child under the age of six years (but a child is not required to reside at the unit at the time of assistance);

For Owner-occupied housing:

- All units shall be the principal residence of families with incomes at or below 80% of the area median income level; and
- Not less than 90% of the units shall be occupied by a child under the age of six (6) years or shall be units where a child under the age of six (6) years spends a significant amount of time visiting

ARTICLE VI – DISPLACEMENT/RELOCATION

The Owner agrees that no tenant, particularly very low and low-income tenants currently residing at the Property, shall be displaced. In the event displacement does occur, the Owner agrees to provide financial assistance, in an amount determined by the Healthy Homes Office, to enable to tenants to obtain decent, safe, and sanitary housing at affordable rates.

In the event a tenant must be temporarily relocated due to mitigation of housing-related health hazards and/or lead hazard reduction activities, the Owner agrees to make all appropriate arrangements and shall be responsible for the payment of all costs for the temporary relocation activities. The Owner agrees that no tenant shall be permanently relocated.

ARTICLE VII – ACCESS TO PROPERTY AND OWNER COOPERATION

The Owner shall cooperate fully with the Contractor and shall not do anything to interfere with or prevent the Contractor from completing the work in a timely manner. Owner shall allow the Contractor access to the Property provided the Contractor gives the Owner 24 hours' notice. The Owner is responsible for notifying all tenants and ensuring that the Contractor has access to all rental units. The Owner further agrees that the Contractor will be permitted to use, without payment, all existing utilities, such as lights, heat and water, as needed, during the rehabilitation work.

ARTICLE VIII – MONITORING WORK IN PROGRESS

During construction, the Owner agrees to monitor the work in progress on a daily basis. Inspections may be performed by the members of the Program staff and City Code enforcement officials, as needed, and at the request of the Owner and/or the Program's Project Director. The Owner is responsible for immediately notifying the Program Office, in writing, should deficiencies in workmanship become apparent.

ARTICLE IX – PAYMENTS TO CONTRACTOR

The Owner agrees that the payment of the Grant Assistance shall be made in the following manner:

All Grant Assistance funds shall be retained in an account administered by the City. Upon satisfactory completion of mitigation of all housing-related health hazards and lead hazard control work in accordance with the Scope of Work contained in the Contract; issuance of a letter by the City of Waterbury Director of Health confirming that the property has been cleared of all lead hazards, and confirmation that the Owner has paid to the Contractor the Owner's share of the Contract price, the City will issue a check, payable to the Contractor, for ninety (90%) percent of the Grant Assistance amount. The remaining ten (10%) percent of the Grant Assistance amount will be paid in a similar manner on the 30th day following the first payment, providing the Owner has not found any defects in workmanship and/or materials.

At the sole discretion of the Program's Project Director, progress payments may be made to the Contractor for partial completion of the work **provided** the work has been inspected and approved by the Program's Lead Inspector/Risk Assessor, City's Environmental Consultant and the Project Director and in accordance with the provisions of Section 6.2 of the Contract.

ARTICLE X – INDEMNIFICATION AND INSURANCE

10.1. **Indemnification** The Owner acknowledges that the City is not liable for the work to be performed under the Contract nor for personal injury or property damage related to said work. The Owner shall indemnify, defend, and hold harmless the City and its boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery under the Contract of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any willful or negligent act or omission of the Owner, the Contractor, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Owner understands and agrees that any insurance required by this Agreement, or otherwise provided by the Owner or the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City

10.2. **Owner's Insurance**. At the time the Owner executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the below coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and is listed as additional insured as its interests may appear**". The

Owner must maintain coverage for the entire period of the Contractor Services, and terminating at such a time as the City's Director of Public Health issues a lead clearance letter for the property. The Owner shall supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

Upon request, the Owner shall deliver to the City a copy of the Owner's insurance policies, endorsements, and riders.

Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor and terminating at such time as the City's Director of Public Health issues a lead clearance letter for the Property:

Liability Insurance: Owner must have Liability Insurance in the form of Homeowners, Renters or Condominium/Cooperative Liability Insurance, as appropriate.

Liability Insurance coverage requirement is in addition to any applicable Property Insurance and must include coverage for damage or injury to others allegedly caused by the Owner.

Minimum Liability Insurance limits of $300,000 per Occurrence/$300,000 Aggregate must be provided.

The "City of Waterbury" shall be named as Loss Payee on the Property Insurance policy for the Property.

ARTICLE XI – OTHER WORK

The Owner agrees that no rehabilitation, alterations, improvements, demolition, or construction work of any kind, other than that specified in the Scope of Work contained within in the Contract will be undertaken prior to the Eligibility Date. Any violation of this Article shall render this agreement null and void, the City Grant Assistance will be withdrawn, and any and all expenses incurred shall be the sole responsibility of the Owner.

ARTICLE XII – DECLARATION OF RESTRICTION

The Owner shall execute the Declaration of Restriction within five (5) days of its preparation by the City.

ARTICLE XIII – PROPERTY MAINTENANCE

During the Grant Period, the Owner shall maintain the Property in compliance with all applicable City Codes, and regulations and ordinances governing residential and/or rental property. If it is determined that the Owner has neglected to remedy a violation of any of any such City Codes and regulations and ordinances, the Owner may be required to repay the Grant Assistance.

ARTICLE XIV – NON-DISCRIMINATION

Owner must be in compliance Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) which prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin. Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendments Act, which: •expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status

ARTICLE XV – ACTION AGAINST CONTRACTOR

In the event of termination of the Contract for faulty work, the City shall retain the right to represent the Owner and bring legal action against the Contractor for any damages, injuries, losses or expenses, including reasonable costs and attorney's fees it incurs as a result of the Contractor's work, failure to work or defective work pursuant to the Contract including, but not limited to, additional funds the City must provide the Owner for the purposes of completing the work required under the Contract and/or repairing the Contractor's work.

ARTICLE XVI – ACTION AGAINST OWNER

In the event that the Owner fails to comply with the conditions set forth in this Agreement, the City shall have the right to prosecute an action against the Owner on behalf of itself and/or any other aggrieved party.

ARTICLE XVII – FORCE MAJEURE

Owner shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

17.3. Delays caused by the Owner's vendors, except where such delays are the result of lack of adequate coordination by the Owner.

Upon cessation of work for reason of force majeure delays, Owner shall use its best efforts to meet the schedule set forth in of this Agreement.

ARTICLE XVIII – TERMINATION

18.1. **Termination of Agreement for Cause.** If, through any cause, in part or in full, not the fault of the Owner the Owner shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Owner of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

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

18.2. **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Owner. If this Agreement is terminated by the City as provided herein, the Owner will be paid the agreed Grant Assistance amount for each unit completed as of the date of termination.

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

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

ARTICLE XIX – CITY'S ETHICS PROVISIONS

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Agreement shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Agreement, including but not limited to the following:

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

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

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

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

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

19.6. It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such

Person has not retained anyone in violation of this subsection F, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection f shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

19.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection G shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

19.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections A-G.

19.9. The Owner is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Procurement and Contractual Agreements", and Chapter 40 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

19.10. The Owner hereby acknowledges receipt of a copy of the Chapters 38 and 40 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 40 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing Department web site: www.Waterbury-ct.gov/content/609/930/933.aspx [see two (2) links titled "procurement ordinance" and "ethics ordinance"].

19.11. The Owner is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

19.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations

or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 40 of the Code of Ordinances.

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

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

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

ARTICLE XX – U.S. HOUSING and URBAN DEVELOPMENT SECTION 3 CLAUSE

In the event the Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply, in which case the Owner shall be responsible for ensuring that the Contractor complies with the following (referred to as the "Section 3 clause"):

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

20.2. The parties to the Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of the Contract, the parties to the Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

20.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative

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

20.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

20.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

20.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

(The next page is the signature page)

IN WITNESS WHEREOF, this Agreement has been duly signed and sealed on the date indicated below.

Witnessed by:

OWNER:

_____

Francis Ford

_____

Bruce McEntee

Date: _____

CITY OF WATERBURY

_____

Witnessed by:

_____

By: Paul K. Pernerewski, Jr., Mayor

Duly Authorized

Date: _____

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date: 8/25/2026**

To: **Lisa N. Lebreiro- Program Manager**
Public Health

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following ***is not delinquent.***

Bruce McEntee
28 Mitchell Ave
Waterbury, CT

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

Cassie Gorman

CMG/wmf

Cassie M. Gorman, CCMC
Tax Collector
City of Waterbury

185 South main St 5th Floor
Waterbury, CT 06706
Hours Mon. - Friday 8am - 4pm



Engineering (203) 574-6851
Traffic (203) 574-6820
Fax (203) 574-8277

ENGINEERING DEPARTMENT
WWW.WATERBURYCT.ORG
WATERBURY

Memorandum

To: Board of Aldermen

From: Thomas F. Crowe Jr. P.E., Civil Engineer II, Engineering Department

Date: August 5, 2026

Re: **Board of Aldermen Approval Request / Executive Summary** - Construction Contract for Waterville Park Tennis Court Replacements between the City of Waterbury and H.I. Stone & Son, Inc. (P117)

The Engineering Department respectfully requests your approval of the above-referenced contract in the amount of $472,500.00 for Waterville Park Tennis Court Replacements between the City of Waterbury and H.I. Stone & Son, Inc.

This contract was initiated under the Request for Proposal process (RFP #8738). There were three proposals submitted. After reviewing the proposals, the Selection Committee elected to recommend that the project be awarded to H.I. Stone & Son, Inc. in accordance with their proposal. This decision was based on the significant difference in price between H.I. Stone & Son, Inc.and the other bidders and the work that H.I. Stone & Son, Inc successfully performed for the City at Martin Luther King Park. Accordingly, the Selection Committee recommended that the project be awarded to H.I. Stone & Son, Inc. in the amount of $472,500.00 in accordance with their revised proposal of July 29, 2026.

The Waterville Park Tennis Court Replacement project consists of reclaiming, grading and compacting the existing bituminous surface of the basketball court and removing the existing posts and nets. New posts and nets will be installed with new concrete foundations. Forms will be placed and secured, post tensioning cables will be installed, and concrete will be placed, finished and cured. After the forms have been stripped and the concrete properly cured the post tensioning cables will be stressed as specified. The court surface will then be painted with the required coverings and all disturbed areas will be restored to a suitable condition. All work will

be performed as detailed and described in the Proposal Documents. The work will be supervised by the Department of Engineering with the assistance of the Bureau of Parks.

The contract provides for a one-year Contractor's Warranty on workmanship, materials and installation. The Contract Term will require Substantial Completion within 180 calendar days of the Notice to Proceed with Final Completion within 60 calendar days thereafter. The project is being funded with State LoCIP and Distressed Municipalities grants and is subject to State Prevailing Wage Rates and CHRO requirements.

Accordingly, attached for your review and consideration are copies of the proposed contract; the Successful Contractor's Proposal Form, Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Please note further that one "record copy" of the Construction Documents, including the Contract and Plans, plus all attachments in our possession to date, has been placed on file with the City Clerk's Office.

Lastly, please be advised that the Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

TFC/tfc

Attachments

FINAL CONTRACT FOR HI
RFP 8738 WATERVILLE PARK TENNIS COURT REPLACEMENTS
JPY 8.7.26

CONSTRUCTION CONTRACT
FOR
WATERVILLE PARK TENNIS COURT REPLACEMENTS
BETWEEN
THE CITY OF WATERBURY
AND
H.I. STONE & SON, INC.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **H.I. STONE & SON, INC.**, located at 313 Main Street North, Southbury, Connecticut, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") Number 8738** relating to and describing a project known as Waterville Park Tennis Court Replacements (the "Project");

WHEREAS the City accepted the Contractor's bid for **RFP Number 8738**; and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract for the Project.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder and (ii) generally accepted professional standards. Contractor agrees and understands that this project is funded in whole or in part with grant funds from the State of Connecticut Local Capital Improvement Program ("LoCIP') and agrees to comply with any applicable regulations and guidelines applicable to Contractor's obligations hereunder.

1.1. The Project is more particularly detailed and described in the Bid Documents in **Attachment A** and which are hereby made material provisions of this Contract. The Contracts attachments shall consist of the following, which are referenced and/or attached hereto, and are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof (as well as any other alphabetized attachments attached hereto):

1.1.1 City's **RFP Number 8738**, dated June of 2026, and all attachments thereto (incorporated by reference);
1.1.2 Addendum 1 to **RFP Number 8738** (incorporated by reference);
1.1.3 Contractor's Price Proposal (revised and dated July 29, 2026), consisting of 3 pages (attached hereto);
1.1.4 Contractor's Response with associated attachments to **RFP Number 8738**, dated July 21, 2026, consisting of 36 pages (incorporated by reference);
1.1.5 **RFP Number 8738**, **Attachment G** Scope of Services/Technical Specifications (incorporated by reference);
1.1.6 List of Drawings in **RFP Number 8738**, **Attachment G** (incorporated by reference);
1.1.7 State of Connecticut Prevailing Wage Schedule dated June 24, 2026, and related information, consisting of 10 pages (attached hereto and as otherwise incorporated by reference).
1.1.8 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference**);**
1.1.9 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
1.1.10 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
1.1.11 All amendment and change orders issued by the City after execution of Contract (incorporated by reference);
1.1.12 All applicable Federal, State, and local statutes, regulations charter and ordinances, including but not limited to the LoCIP funding;
1.1.13 General and Special Conditions attached hereto as **Attachment B2 and B3**; and
1.1.14 All applicable permits and licenses (incorporated by reference).

1.2. The entirety of this executed instrument with all attachments are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. If any provision in the Contract Documents conflicts with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern any other component part which follows it numerically:

1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Amendment(s) and Change Orders;
1.2.3 This Contract;
1.2.4 Addendums to **RFP Number 8738**;
1.2.5 **RFP Number 8738** including Scope of Services/Technical Specifications;
1.2.6 Contractor's Price Proposal;
1.2.7 Contractor's Response; and

1.2.8 Drawings.

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

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

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

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the schedules and attachments hereto, perform the following coincident with the performance of this Contract:

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibility to examine and to be thoroughly familiar with the City's bid documents, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its bid and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its bid proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the bid process to ask questions it saw fit and to review the responses from the City;

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

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submitting its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP Number 8738** (collectively, the "Bid Documents");

3.1.7. it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes;

3.1.10 it possesses the knowledge and understanding of the LoCIP program and with requirements associated with this funding source, including all rules, regulations and mandatory contract provisions required by it; and

3.1.11 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, State and Federal health and safety regulations. Contractor shall immediately correct any dangerous conditions caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall Contractor in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to **Section 8** of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract. Contractor shall comply with Special Conditions Provision section 1.08 - Prosecution and Progress.

3.5. Cleaning Up. The Contractor shall always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. Contractor's Employees. The Contractor shall always enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed; the Contractor shall thereafter wait for written instructions from the City before proceeding under such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in **Section 1** of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in **Section 1** of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, necessary or prudent for the performance of the Contractor's obligations under this Contract, and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord

with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions like those at the Project site. One (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and its duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. At a minimum, Contractor's record retention shall be consistent with provisions set forth in 2 CFR Section 200.334-200.338, and as required by law under 24 CFR Part 570.

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

4.1. The City may, in its sole discretion, designate person(s) to act as its Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; initially, the Waterbury Department of Engineering is so designated.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with its own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such an event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall Substantially Complete the Project within **one hundred eighty (180) consecutive calendar days** of the Notice to Proceed and reach Final Completion of the Project within **sixty (60) consecutive calendar days** of Substantial Completion. ("Contract Time"). The procurement of materials shall start upon the execution of the contract. **NB: DELAY CLAIMS DUE TO INABILITY TO PROCURE MATERIALS IN A TIMELY MANNER WILL NOT BE ACKNOWLEDGED OR ACCEPTED.**

5.1. The Contractor's Project schedule is attached hereto as **Attachment B**, if any. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **One Thousand and 00/100 Dollars ($1,000)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in **Section 5**, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damage from any monies due to the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire **Section 5**, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work,

or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of its exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for the satisfactory provision of all the goods and services set forth in this Contract as follows in this **Section 6**. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of the failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this **Section 6**, the fee payable to the Contractor shall not exceed **FOUR HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (472,500)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

i. Base payment: **FOUR HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($447,500)**; and

ii. Owner Controlled Contingency as governed by **Section 6.1.1** below: **TWENTY-FIVE THOUSAND DOLLARS ($25,000)**.

6.1.1 Owner Controlled Contingency and Allowance(s). At the sole discretion and control of the City, the Contingency amount as set forth in **Section 6.1(ii)** of this Contract or any allowance(s) shall be utilized for the payment to the Contractor for additional work requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the contingency/allowance shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency and Allowance(s) shall be the funding source for any City approved additional work and services. Unless properly approved in writing by the City (**see Section 27**), Contractor shall not be entitled to any compensation from such contingency or allowance. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with this Contract's provisions.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in **Section 6.1** of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP Number 8738** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all the foregoing payment obligations have been fully completed. Additionally, during the Project, at the City's option, it may require partial waivers of lien and claim from the Contractor and all subcontractors and materialmen with each payment application.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to it a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify

it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that it may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fees.

6.7. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

6.8. Contractor's Certificate of Completion. Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.9. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.10. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.10.1 Submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City for its or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide, at the City's request, reasonable documentation to substantiate the Contractor's Application for Payment.

6.10.2 Progress and Final Payments.

The City will make progress payments on account of the Contract Price based on the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be based on the progress of the Scope of Services as determined by it, according to the schedule of values provided for in the Contract Documents and approved by it. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents, subject to reasonable monetary holdback for punch list items.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i)** 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees and assign same to the City to the fullest extent provided by the terms thereof. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. The City's beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon its final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that the City shall be responsible for loss or damage caused by its gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project worksite and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project worksite without securing the prior written consent of an authorized City representative.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City and its Boards, and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or

death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, any City boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, any City boards, and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and City boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

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

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts

imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor's, or its subcontractor's, omission or commission.

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the **Section 6** "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in **Section 7** of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this **Section 11** has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

11.4. The following policies with stated limits shall be maintained, in full force and effect, always during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance: $1,000,000.00 per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00** for products/completed operations aggregate; insurances shall provide coverage to protect the City and the State of Connecticut for all damages arising out of bodily injuries, sickness to or death

of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: $1,000,000.00 combined single limit (CSL); providing coverage to the City and the State of Connecticut with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances: **$1,000,000.00** each occurrence and **$1,000,000.00** aggregate.

11.4.5 Contractors Pollution Liability Insurance: $1,000,000.00 each claim and **$1,000,000.00** aggregate coverage. There shall not be any exclusions for hazardous waste materials, including asbestos or lead. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement but not limited to only these pollution causes of loss.

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

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: The Contractor's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Pollution Liability. The insurance afforded to the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the

Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to it, subject to its approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City and others, as follows **"City of Waterbury and any of its Boards and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage; waiver of subrogation applies to all lines of coverage except Pollution Liability as their interest may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to ensure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy (ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 **CFR**, Part 3); and **DAVIS BACON ACT** as supplemented by Department of Labor Regulations (29 **CFR** Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 **CFR** Part 5); **THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; 24 **CFR** Part 570 – Community Development Block Grants, and all applicable cross-cutting requirements, as applicable, under Subpart K, "Other Program Requirements," including but not limited to: Civil Rights and Fair Housing (24 **CFR** 570.601), Employment and Contracting Opportunities (24 **CFR** 570.607), Architectural Barriers and Americans with Disabilities (24 **CFR** 570.614), Labor Standards (24 **CFR** 570.603), Environmental Requirements, Historic Preservation, Floodplain Management, **NFIP**, Relocation, and Lead-Based Paint (24 CFR 570.608); the Build America, Buy America Act ("**BABA**"), 41 USC § 8301; **TITLE 31** and section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

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

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

12.3. Compliance with Build America, Buy America ("BABA") – Infrastructure Projects. The Contractor agrees to comply with the requirements of the Build America, Buy America ("**BABA**") Act, 41 **USC** § 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to **HUD**'s Notice, "Public Interest Phased Implementation Waiver for **FY** 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of **HUD** Federal Financial Assistance" (88 **FR** 17001), any funds obligated by **HUD** on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

12.3.1 Subcontract Provisions. The Contractor shall include the provisions of Subsection 12.3 (**BABA**), herein, in every sub or tiered contract, specifically or by reference, so that such provisions will be binding upon each of its own contractors or subcontractors.

12.4. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all

pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as specified herein. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements and will require the same of all subcontractors.

13.3. Contractor Corrective Action.

13.3.1. Pursuant to Conn. Gen. Stat. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 corrective 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 such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to Conn. Gen. Stat. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

14. Place Holder.

15. Place Holder

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 16.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 16.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Article 16.2**.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

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

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges this Contract is subject to the appropriation and disbursement of funds is not sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City if sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to it.

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

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

adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

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

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

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, one or all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by it, all

documents and other tangible items furnished by, or owned, leased, or licensed by the City and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

17. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in **Section 5** of this Contract.

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

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control the activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City, substitute, terminate, replace or otherwise remove a subcontractor.

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

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

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principals of law or equity.

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional costs or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request**.**

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The

Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP Number 8738** and **(ii)** the Contractor's Bid response to **RFP Number 8738**. Said historical documents are attached hereto as part of **Attachment A**.

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

28.2. Presumption. This Contract or any section thereof shall not be construed against any party because the Contract or any section thereof was drafted by such party.

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

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

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

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

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

Contractor:	H.I. Stone & Son, Inc. 313 Main Street North Southbury, CT 06488
City:	Corporation Counsel's Office City of Waterbury City Hall 235 Grand Street Waterbury, CT 06702
With copies to:	City of Waterbury c/o Engineering Department 5th Floor Jefferson Square Building 185 South Main Street Waterbury, CT 06706

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a

Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall

not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

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

34.10. The Contractor hereby acknowledges receipt of a copy of Chapters 38 and 39 of the City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: http://www.waterburyct.org/content/458/539/default.aspx [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on **"TITLE III: ADMINISTRATION",** then click **on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM"**. For Chapter 39, click on **"TITLE III: ADMINISTRATION"**, then click on **"CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"**].

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

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

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

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

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

34.16 CONFLICT OF INTEREST UNDER CFR. As also set forth in **Attachment C**, Contractor agrees to abide by the provisions of 2 **CFR** § 200.112 and 24 **CFR** Part 570.611 with respect to the conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement. The contractor further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Contractor hereunder. The conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official with the City or of any of the designated public agencies or subrecipients, which are receiving funds under the State of Connecticut LoCIP program.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1. Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2. Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3. Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

35.4. City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5. Construction Supervisor: An employee of the City, or other City duly authorized person; initially the Waterbury Department of Engineering personnel are so designated.

35.6. Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion and (ii) Final Completion.

35.7. Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8. Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized representative's written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9. Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.10. Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.11. Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

35.12. Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.13. Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.14. Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.15. Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.

35.16. Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.17. Supplementary General and Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.18. Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19. Using Agency: Parks and Recreation Department

SIGNATURE PAGE FOLLOWS

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

WITNESSES:	**CITY OF WATERBURY**
_____	By:_____ Paul K. Pernerewski, Jr., Mayor
_____	Date: _____
WITNESSES:	**H.I. STONE & SON, INC.**
_____	By:_____ Harry H. Stone III, V.P.
_____	Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are acknowledged by the Contractor as having been received, are attached hereto or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP Number 8738**, dated June of 2026, and all attachments thereto (incorporated by reference);

1.1.2 Addendum 1 to **RFP Number 8738** dated July 14, 2026 consisting of 4 pages (attached hereto);

1.1.3 Contractor's Price Proposal (revised and dated July 29, 2026), consisting of 3 pages (attached hereto);

1.1.4 Contractor's Response with associated attachments to **RFP Number 8738**, dated July 21, 2026, consisting of 36 pages (incorporated by reference);

1.1.5 **RFP Number 8738**, **Attachment G** Scope of Services/Technical Specifications (incorporated by reference);

1.1.6 Project Drawings Listed in **RFP Number 8738**, **Attachment G** (incorporated by reference);

1.1.7 State of Connecticut Prevailing Wage Schedule dated June 24, 2026, and related information, consisting of 10 pages (attached hereto and as otherwise incorporated by reference).

1.1.8 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference**);**

1.1.9 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);

1.1.10 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);

1.1.11 All amendments and change orders issued by the City after execution of Contract (incorporated by reference);

1.1.12 All applicable Federal, State, and local statutes, regulations charter and ordinances, including but not limited to the LoCIP funding;

1.1.13 General and Special Conditions attached hereto as **Attachment B2 and B3**; and

1.1.14 All applicable permits and licenses (incorporated by reference).

ATTACHMENT B

(Not Applicable)

ATTACHMENT B2

(General Conditions)

ATTACHMENT B3

(Special Conditions)

ATTACHMENT C

(Not Applicable)

RFP #8738

RFP ATTACHMENT E

Price Proposal

(Must be submitted as part of Proposal in accordance with RFP Section I. Submittal Requirements & Required Format)

Date: 07/29/26 (REV)

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

H.I. Stone & Son, Inc.
(Print or Type Business/Corporate Name)

313 Main Street North, Southbury, CT 06488
(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on the Non-Collusion Affidavit and Acknowledgment Affidavit (**RFP Attachment C**), and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Price Proposal continued on following page(s)]

WATERVILLE PARK TENNIS COURT REPLACEMENTS

ITEM NO.	SPEC. NO.	BRIEF DESCRIPTION OF ITEM WITH UNIT PRICES (In Words)	UNIT	EST. QTY.	UNIT PRICES (In Figures)	TOTAL AMOUNT (In Figures)
1	1.09	OWNER CONTROLLED CONTINGENCY ALLOWANCE of Twenty-Five Thousand Dollars and Zero Cents	Allow	1	$ 25,000.00	$ 25,000.00
2	9.21	CONCRETE PAD FOR SITE AMENITIES for the Unit Price of Thirty Three Dollars and Zero Cents per Square Foot.	SF.	120	$ 33.00	$ 3960.00
3	23.01	POST TENSION CONCRETE TENNIS COURTS, complete, including removal of existing court surfaces, posts and nets, installation of new post tension slab and surrounding curb, new posts and nets, new fence and gates and all associated improvements as shown on the plans and in accordance with the RFP Documents for the Lump Sum Price of: Four Hundred Thirty Four Thousand Forty Dollars and Zero Cents	LS	1	$ 431,540.00	$ 431,540.00
4	24.01	FURNISH & INSTALL BENCH for the Unit Price of: Four Thousand Dollars and Zero Cents	EA.	2	$ 4,000.00	$ 8,000.00
5	24.02	FURNISH & INSTALL TRASH RECEPTACLE for the Unit Price of Four Thousand Dollars and Zero Cents per Each.	EA	1	$ 4,000.00	$ 4,000.00

TOTAL PROPOSED PRICE (Sum of Total Amounts for All Items set out above – Items 1-5)	
In Words	**In Figures**
Four Hundred Seventy Five Thousand Dollars and Zero Cents	$ 472,500.00

Proposers must fill in all blank spaces on the Price Proposal and must summit a price for every item, or the Proposal may, at the City's discretion, not be considered. The price of each item on the Price Proposal form shall be stated in format requested. (i.e., in words and/or in figures). In case of a discrepancy, the amount in words shall prevail.

Price Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses and costs. This price should encompass the entire Scope of Services in this RFP and include costs of all labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project.

The undersigned also agrees that any quantities indicated are for price comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Project.

The undersigned hereby certifies under the penalties of perjury that this Price Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Respectfully submitted by:

Signature of Authorized Official

Harry H. Stone III
Printed Name of Authorized Official (Print or Type)

Vice President
Title of Authorized Official (Print or Type)

Proposer shall provide Proposer's Contact Information below:

203-264-8656
Business Telephone Number: (Print or Type)

203-509-5067
Business Mobile Number: (Print or Type)

N/A
Business Email Address: (Print or Type)

cstonejr@histoneson.com
Authorized Official's Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

END OF RFP ATTACHMENT E

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Southbury

County of New Haven

Harry H. Stone III, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** _____ (circle/complete as applicable) of H.I. Stone & Son, Inc. (Contractor's Name), the Contractor that has submitted the attached Agreement.

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

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

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

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

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

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

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

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	See Above P.O.'s				
2					
3					
4					

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

	Organization Name (if none state NONE)	Address	Type of Ownership
1	N/A		
2			
3			
4			

FILL IN AND RETURN WITH YOUR SUBMISSION

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

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name (if none state NONE)	Title	DOB	Stock %
1 Harry H. Stone II	President/Secretary/Treasurer	08/06/49	55.2
2 Harry H. Stone II	Vice President	01/11/70	40.80
3 Jeremy Stone	Vice President	03/16/72	4.0
4			

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

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

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

TRADE NAME (if none state NONE)	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
2		
3		
4		

FILL IN AND RETURN WITH YOUR SUBMISSION

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

Certification (Please complete applicable section below.)

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

Certification For Partnership/Sole Proprietor (Requires Notarization)

In presence of:

_____
Witness

_____
Name of Partnership/Business (Print of Type)

By: _____
Signature of General Partner/ Sole Proprietor

_____
Name of General Partner/ Sole Proprietor (Print of Type)

Address of Business: _____

_____

_____

State of _____)

) SS

County of _____)

_____being duly sworn, deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_____.

_____
Signature of Notary Public

_____
Name of Notary Public (Print of Type)

SEAL

My Commission Expires: _____

FILL IN AND RETURN WITH YOUR SUBMISSION

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

Certification For Corporation/LLC (Requires Notarization)

In presence of:

Witness

H.I. Stone & Son, Inc.
Name of Corporation (Print of Type)

Address of Business: 313 Main Street North
Southbury, CT 06488

Affix Corporate Seal

By:
Signature of Authorized Corporate Officer

Harry H. Stone III
Name of Authorized Corporate Officer (Print of Type)

Its: Vice President
Title of Authorized Corporate Officer (Print of Type)

State of Connecticut)
) SS Southbury
County of New Haven)

Harry H. Stone III being duly sworn, deposes and says that he/she is Vice President of H.I. Stone & Son, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 21st day of July 2026.

Signature of Notary Public

Stephanie M. Donovan
Name of Notary Public (Print of Type)

SEAL

My Commission Expires: 03/31/29

STEPHANIE M. DONOVAN
Notary Public, State of Connecticut
My Commission Expires 3/31/2029

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 8/5/2026

From: **Delinquent Tax Office**

To: **Thomas Crowe- Civil Engineering**
Public Works- Engineering

Subject: **Tax Clearance Verification**

As of the date of this letter, the records of the Tax Collector's Office indicate that the following ***are not*** delinquent in the payment of property taxes, water charges, or parking tickets.

H.I. Stone & Son, Inc.
Harry II & III & Jeremy Stone
313 Main St. North
Southbury, CT 06488

If you have any questions or require additional information regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Respectfully,

Heidi Barbieri. CCMC
Deputy Tax Collector
City of Waterbury

HB/wf

OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Date: August 26, 2026

To: Michael DiGiovancarlo,
President, Board of Aldermen

Members, Board of Aldermen
Mayor Paul K. Pernerewski, Jr.

From: Michael LeBlanc, Director of Finance MJL
Ramon Esponda, Superintendent of Water

Subject: 2026 - $25,000,000 Capital Appropriation & Bond Authorization for Water Enterprise System Renewal & Replacement Capital Projects

Following a scheduled public hearing, kindly give favorable consideration by approving the attached 2026 - $25,000,000 Capital Appropriation & Bond Authorization Resolution for Water Enterprise System Renewal & Replacement capital project investments providing funding for projects including but not limited to cleaning and relining of water mains, insertion/gate valve installations, water main installation/replacement, SCADA system implementation and upgrade, water treatment plant repairs and improvements, water storage tank repair, replacement and environmental remediation, pump station repairs and improvements, fire hydrant replacements, lead service replacement and emergency repairs.

In 2025 and 2026, using a previously approved amended bond authorization of $35,000,000, the city is investing significantly in its water infrastructure improvements in addition to funding emergency repairs required when breaks occurred. These recent investments represent one of the most significant periods of water infrastructure investment in decades. Among the major projects are:

• Nearly $8 million in upgrades at the Water Treatment Plant, including high-service pumps and mixers that are critical to moving treated water through the distribution system.

• Nearly $12 million to rehabilitate approximately two miles of 42-inch transmission main along Thomaston Avenue. This was a particularly vulnerable section of the system, and the project was undertaken specifically to reduce the risk of a catastrophic transmission main failure.

• Nearly $5 million for a new North Main Pump Station near Regan Elementary School to improve pressure and reserve capacity in the North End.

• Nearly $7 million to replace the aging Blackman Water Tank, strengthening water storage and pressure capacity.

These four major capital renewal and replacement projects are scheduled for completion by the end of this year.

Still more must be done. In your consideration of approving this new $25 million capital appropriation & bond authorization request, priority projects to be funded would include a capital project estimated at $5 million to clean, reline and rehabilitate water mains in two major sections of the City to significantly improve water distribution pressure. Several insertion valves would be added to the system to allow the Water Department to isolate smaller sections of the system when breaks occur, reducing water loss and limiting the number of residents and businesses affected. The aged Hitchcock Water Storage Tank would be replaced. Additional investment is also needed at the Water Treatment Plant built in 1987 and in operation now for nearly 40 years and with the SCADA system.

In accordance with provisions of City Charter, Chapter 10, Section 10-A-2(b), a "Public Hearing" must be held prior to final vote on the bond authorization. The hearing date and time must be published in the local newspaper with at least a seven day advance notice (refer to charter for specifics). I respectfully request that a public hearing on this matter be set for the evening of Monday, September 21st, 2026.

Approval of the bond authorization by resolution can be accomplished by an affirmative vote of at least eleven members of the Board of Aldermen.

2026 - RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING AN APPROPRIATION OF $25,000,000 FOR CAPITAL EXPENSES FOR WATER ENTERPRISE SYSTEM RENEWAL & REPLACEMENT CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS, NOTES, OR OTHER OBLIGATIONS OF THE CITY IN AN AMOUNT NOT TO EXCEED $25,000,000 TO FINANCE THE APPROPRIATION

RESOLVED:

Section 1. By the Board of Aldermen of the City of Waterbury (the "City"), that the sum of $25,000,000 be appropriated for capital expenses for certain water enterprise system renewal & replacement capital projects in the City (the "Project"). The Project includes, but is not limited to, cleaning and relining of water mains, insertion/gate valve installations, water main installation/replacement, SCADA system implementation and upgrade, water treatment plant repairs and improvements, water storage tank repair, replacement and environmental remediation, pump station repairs and improvements, fire hydrant replacements, lead service replacement and emergency repairs, and the costs related to such work will include, but not be limited to, planning, engineering and other professional fees, installation, disposal costs, equipment and appurtenances related thereto, construction, repair and relocation, licenses and permits, testing, surveying, paving, inspecting, and other costs related to the Project, including temporary and permanent financing costs. To meet said appropriation and in lieu of a tax therefor, bonds of the City shall be issued pursuant to the City Charter and Chapter 109 of the Connecticut General Statutes, as amended, in an amount not to exceed $25,000,000 or so much thereof as may be necessary after deducting grants or other sources of funds available for the Project.

Section 2. The bonds may be sold in a single issue or may be consolidated with other authorized but unissued bonds of the City. The bonds shall be issued in fully registered form, be executed in the name and on behalf of the City by the facsimile or manual signatures of the Mayor and the Director of Finance, bear the City seal or a facsimile thereof, be certified and payable at a bank or trust company designated by the Mayor and the Director of Finance which bank or trust company may also be designated as the registrar and transfer agent, and be approved as to their legality by bond counsel to the City. The bonds may be issued in one or more series and in book entry form. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bonds are within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of bonds to be issued, the annual installments of principal, redemption provisions, if any, the interest rate or rates, form and manner of sale, and other terms, details and particulars of such bonds shall be determined by the Mayor and the Director of Finance in accordance with the Connecticut General Statutes, as amended. The net proceeds of the sale of the bonds, after the payment of the costs of the issuance thereof, shall be applied to the payment of the principal of and interest on all temporary notes issued in anticipation thereof, and thereafter further applied to the purposes of the Project.

Section 3. The bonds may be sold by the Mayor and the Director of Finance in a negotiated underwriting and the Mayor and the Director of Finance are authorized to select the underwriter or underwriters and to enter into, execute and deliver on behalf of the City a contract of purchase for

such bonds on such terms and conditions as they shall determine, or, in the alternative, the bonds may be sold by public sale or sealed proposal as the Mayor and the Director of Finance deem to be in the best interests of the City.

Section 4. The Mayor and the Director of Finance are further authorized to enter into, execute and deliver, on behalf of the City, any agreements they deem reasonable or necessary to provide for and secure credit enhancement for the bonds. The Mayor and Director of Finance are further authorized to enter into and execute, on behalf of the City, any and all security agreements, letters of representation or other agreements, instruments or documents they deem necessary to provide for the sale, security, issuance and delivery of the bonds.

Section 5. The Mayor and the Director of Finance are authorized to appoint a certifying agent, paying agent, transfer agent, registrar, interest rate advisor, trustee and such other advisors and consultants as they may deem necessary or desirable, and to execute and deliver on behalf of the City any and all tax regulatory, continuing disclosure, letter of representation or other agreements they deem necessary to provide for the issuance of such bonds.

Section 6. While it is anticipated that the bonds will qualify as tax-exempt bonds, the Mayor and the Director of Finance are authorized, upon the advice of bond counsel, to issue all or any portion of the bonds as bonds the interest on which is includable in the gross income of the owners thereof for federal income tax purposes, and it is hereby found and determined that the issuance of any such bonds is in the public interest.

Section 7. The Mayor and the Director of Finance are authorized to issue temporary notes in anticipation of the receipt of the proceeds of the bonds and the receipt of any federal, state or other grants-in-aid for the Project. The temporary notes shall be executed in the name and on behalf of the City by the facsimile or manual signatures of the Mayor and the Director of Finance, bear the City seal or a facsimile thereof, be certified and payable at a bank or trust company designated by the Mayor and the Director of Finance which bank or trust company may also be designated as the registrar and transfer agent, and be approved as to their legality by bond counsel to the City. The temporary notes shall be issued with maturity dates in accordance with the Connecticut General Statutes, as amended and in such amounts and form, bear such interest rates and be subject to such terms as determined by the Mayor and the Director of Finance. The temporary notes may be sold by the Mayor and the Director of Finance in a negotiated underwriting and the Mayor and the Director of Finance are authorized to select the underwriter or underwriters and to enter into, execute and deliver on behalf of the City a contract of purchase for such notes on such terms and conditions as they shall determine, or, in the alternative, the temporary notes may be sold by public sale or sealed proposal as the Mayor and the Director of Finance deem to be in the best interests of the City. The temporary notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such notes are within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and interest thereon. The net interest cost on such temporary notes, including renewals thereof, and the expense of preparing, issuing, and marketing such notes, to the extent paid from the proceeds from the issuance of bonds or additional temporary notes, shall be included as a cost of the Project.

Section 8. The Mayor is authorized in the name and on behalf of the City to apply for and accept any and all federal and state loans and/or grants-in-aid for the Project and is further authorized to expend said funds in accordance with the terms hereof and in connection therewith

to contract in the name of the City with engineers, contractors and others. To meet any portion of the costs of the Project determined by the State of Connecticut Department of Public Health and/or the State of Connecticut Department of Energy and Environmental Protection to be eligible for funding under Section 22a-475, *et seq.* of the General Statutes, as the same may be amended from time to time (the "Clean Water Fund Program"), the City may issue interim funding obligations ("IFOs") in anticipation of project loan obligations and project loan obligations ("PLOs") in such denominations as the Mayor shall determine. The Mayor and the Director of Finance are hereby authorized to determine the amount, date, maturity, interest rate, form and other details and particulars of such interim funding obligations and project loan obligations, subject to the provisions of the Clean Water Fund Program, and to execute and deliver the same. Said obligations shall be general obligations of the City for which the full faith and credit of the City is pledged to the payment of the principal thereof and the interest thereon. The Mayor is hereby authorized to execute and deliver to the State of Connecticut in the name of and on behalf of the City, Project Loan and Project Grant Agreements under the Clean Water Fund Program. All bonds, notes, IFOs and PLOs issued hereunder shall not exceed the maximum amount of $25,000,000 after deducting grants or other sources of funds available for the Project.

Section 9. The City hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that the amounts appropriated under Section 1 hereof may be paid from temporary advances of available funds and that the City reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized hereby. The Mayor and the Director of Finance are authorized to amend such declaration of official intent and to bind the City pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, temporary notes or any other obligations authorized by this resolution if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

Section 10. The Mayor and the Director of Finance are hereby authorized, on behalf of the City, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds or temporary notes authorized by this resolution.

Section 11. The Mayor and Director of Finance are authorized to apply for and accept any federal, state or other grants-in-aid for the Project, including, but not limited to, the grants referenced in section 8 herein through the Clean Water Fund Program. The Mayor, Director of Finance and other proper officers of the City are authorized to take all actions necessary and proper to carry out the Project and to issue the bonds or temporary notes to finance the appropriation for the Project.

OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Date: August 26, 2026

To: Michael DiGiovancarlo
President, Board of Aldermen
Members, Board of Aldermen
Mayor Paul K. Pernerewski, Jr.

From: Michael LeBlanc, Director of Finance MJL

Subject: Waterbury Land Bank Property Conveyance

Dear Honorable Board Members:

Kindly give favorable approval consideration of an Agreement to Convey City owned surplus properties to the Waterbury Land Bank Authority pursuant to the Memorandum of Understanding between the City and Land Bank. The properties to be conveyed are nineteen (19) vacant lots. The property listing is as follows:

- 41 William Street (MBL: 0296-0090-0050)
- 282 Grove Street (MBL: 0253-0064-0142)
- 10 Ward Street (MBL: 0237-0183-0094)
- 322 Orange Street (MBL: 0237-0181-0046)
- 190 Walnut Street (MBL: 0276-0601-0149)
- 264 Orange Street (MBL: 0237-0183-0097)
- 270 Orange Street (MBL: 0237-0183-0096)
- 255 Lincoln Street (MBL: 0178-0536-0045)
- 1 Willow Court (MBL: 0215-0691-0119)
- 572 Baldwin Street (MBL: 0369-0298-0491)
- 49 William Street (MBL: 0276-0090-0202)
- 25 Poplar Place (MBL: 0390-0686-0009)
- 115 Bishop Street (MBL: 0236-0173-0046)
- Bishop Street, Lot 461 (MBL: 0236-0173-0461)
- Catherine Avenue, Lot 179 (MBL: 0276-0599-0179)
- 38 Crown Street (MBL: 0217-0717-0124)
- 36 Crown Street (MBL: 0217-0717-0123)
- Pearl Lake Road, Lot 16 (MBL: 0485-0498-0016)
- 28 Bronson Street (MBL: 0236-0173-0040)

In each case the Waterbury Land Bank has signified an interest in obtaining the property in furtherance of the Land Bank's mission. The properties are all surplus properties and are not being used by the City. The intent is to put these properties into the hands of responsible owners who will keep them clean and pay taxes. In some cases, the parcels will provide opportunities for housing development, increasing the grand list and generally making these properties productive components in the community. A copy of the August 2022 Memorandum of Understanding & Funding Assistance Agreement with the Waterbury Land Bank Authority, Inc. is additionally included for your reference.

AGREEMENT TO CONVEY

Between
CITY OF WATERBURY
And
THE WATERBURY LAND BANK AUTHORITY, INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **THE WATERBURY LAND BANK AUTHORITY, INC.** (the "Land Bank"), a State of Connecticut duly registered 501(c)(3) corporation, located at 207 Bank Street, 3rd Floor, Waterbury, Connecticut 06702.

WHEREAS, Pursuant to C.G.S Section 7-148p, the City of Waterbury has entered into a Memorandum of Understanding and Financial Assistance Agreement ("MOU") with the Land Bank effective as of August 24, 2022, as amended by agreement on August 26, 2024, to convey City-owned surplus properties to the Land Bank that are aligned with the purposes as set forth in said MOU;

WHEREAS, the Land Bank has signified in writing to the City's Property Manager its interest in obtaining the Properties (defined below) set forth herein for the purposes outlined in the MOU;

WHEREAS, the City's Property Manager, after consultation with the City's Planning and Zoning Office has determined each of the Properties to be surplus City property and finds that each of the Properties requested align with the purposes of the Land Bank stated in the MOU;

NOW THEREFORE, the City agrees to convey to the Land Bank the following Properties under the terms and conditions set forth herein.

1. Properties to be conveyed (each a "Property" and collectively, the "Properties").

1.1 Vacant Lots

a. 41 William Street (MBL: 0296-0090-0050)
b. 282 Grove Street (MBL: 0253-0064-0142)
c. 10 Ward Street (MBL: 0237-0183-0094)
d. 322 Orange Street (MBL: 0237-0181-0046)
e. 190 Walnut Street (MBL: 0276-0601-0149)
f. 264 Orange Street (MBL: 0237-0183-0097)
g. 270 Orange Street (MBL: 0237-0183-0096)
h. 255 Lincoln Street (MBL: 0178-0536-0045)
i. 1 Willow Court (MBL: 0215-0691-0119)
j. 572 Baldwin Street (MBL: 0369-0298-0491)
k. 49 William Street (MBL: 0276-0090-0202)
l. 25 Poplar Place (MBL: 0390-0686-0009)
m. 115 Bishop Street (MBL: 0236-0173-0046)

n. Bishop Street, Lot 461 (MBL: 0236-0173-0461)
o. Catherine Avenue, Lot 179 (MBL: 0276-0599-0179)
p. 38 Crown Street (MBL: 0217-0717-0124)
q. 36 Crown Street (MBL: 0217-0717-0123)
r. Pearl Lake Road, Lot 16 (MBL: 0485-0498-0016)
s. 28 Bronson Street (MBL: 0236-0173-0040)

2. **Conditions of Transfer.** Pursuant to the terms of the MOU the City hereby sets the following terms of the conveyance and in consideration of such conveyance the Land Bank agrees to the following conditions:

2.1 The Land Bank shall follow the terms of the MOU concerning the use of the Properties conveyed and shall endeavor to return the Properties to a more productive use, benefitting the City and its residents by reducing blight, encouraging economic development, and increasing housing investment as well as transferring Properties to responsible owners.

2.2 All contracts for the purchase and sale of a Property improved with a single-family dwelling, or to be improved with a single family dwelling after closing, shall condition the conveyance on a restriction that the Property be owner-occupied for at least five (5) years commencing with the earlier of (i) eight (8) months from the issuance of a certificate of occupancy, or City issued equivalent, or (ii) the date the Property is otherwise legally occupied after conveyance from the Land Bank ("Occupancy Restriction"). Deeds conveying such Properties shall contain a covenant that if the Occupancy Restriction is violated, title to the Property shall revert to the Land Bank ("Reverter"). "Property Restrictions" as used herein shall be defined as the Occupancy Restriction and the Reverter. The deed shall also include language that in the event of a breach of the Occupancy Restriction, the Grantee and its successors and assigns shall convey the Property back to the Land Bank and the Grantee, or its successor or assign, by quit claim deed conveying title of the Property back to the Land Bank to reflect the Reverter has taken place. The Property Restrictions shall run with the land. The Land Bank, in its discretion, may subordinate the Property Restrictions, to a qualified lender's mortgage to permit a purchaser to acquire such financing.

The Land Bank shall give priority to any bidder who plans to occupy at least one unit within a multifamily property included on the list of Properties herein. This priority is only one element in the consideration of choosing the bidder to purchase the Property and shall not foreclose consideration of other qualifications of the bidder but shall be given substantial weight in the decision.

The parties further agree that the conditions set forth in this Section 2 with respect to owner occupancy shall be applicable to any properties conveyed by the City to the Land Bank under any prior agreement to convey, in lieu of a more restrictive owner occupancy obligation thereunder.

2.3 The Land Bank shall notify and consult with any neighborhood association within which it is determined that any of the above properties are located, concerning the disposition of said Properties. In consulting with any neighborhood association, the Land Bank

shall at a minimum, disclose the identity of the Property and the proposed disposition and use of same and shall discuss same with the appropriate neighborhood association prior to the advertising or solicitation of the Property to potential third parties.

2.4 The Land Bank shall require that all construction, renovation, or rehabilitation of a single family or multifamily property necessary to make an already improved property compliant with city codes where required for occupancy, or in which an owner has indicated to the Land Bank the intention to build an improvement on an unimproved lot, be commenced within one (1) year from conveyance by the Land Bank and completed within three (3) years from the conveyance to the purchaser by the Land Bank. The date of completion shall be determined by the City's issuance of the certificate of occupancy or City issued equivalent. Nothing herein would prohibit the Land Bank from requiring shorter time frames to start and complete the rehabilitation, construction, or renovation to the Property being conveyed. These restrictions shall appear in the deed of conveyance and shall include language that the Property will revert to the Land Bank should these timelines be violated, subject to the Land Bank's right under the MOU with the City to extend or except out these timelines under conditions determined in writing by the Land Bank.

The Land Bank, in its discretion, may subordinate the construction time limit restrictions and reverter set out in this section to a qualified lender's mortgage to permit a purchaser to acquire such financing.

3. **Closing**. The transfer of title will take place within twenty (20) days of the Mayor's execution of this Agreement. All conditions of transfer as stated herein shall survive the conveyance of title.

4. **Audit.** The City reserves the right to audit the Land Bank's books of account in relation to this Agreement any time. In the event the City elects to make such an audit, the Land Bank shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to: all documents evidencing the transfer or sale of the Properties, all documents evidencing construction on, or rehabilitation of, the Properties, payroll records, all costs and expenses of the Land Bank, bank statements and canceled checks, etc.

5. **Title.** The City shall provide the Land Bank with a Quit Claim Deed conveying "Good Title" in the above Properties to the Land Bank as that term is defined in the MOU. If the title to any of the Properties conveyed under this Agreement is found not to be marketable or insurable, or otherwise not to be "Good Title", the Land Bank shall convey back the Property to the City unless the City agrees to correct the title issue within a reasonable time after discovering a title defect and the Land Bank agrees to accept such corrected title.

6. **Condition of Premises**. The Land Bank agrees that the Properties listed above are being conveyed hereunder in "AS IS" condition, and the Land Bank agrees that the acceptance of the Quit Claim Deed at closing shall constitute an acknowledgement by the Land Bank that the Properties were accepted by the Land Bank, "AS IS AND WITH ALL FAULTS", and without representations or warranties from the City express, implied, or statutory.

7. **Adjustments**. There are no adjustments required for taxes or utilities. The Land Bank shall be responsible for all utilities on the Properties after the closing.

8. **Defaults.**

8.1 Should the Land Bank default in compliance with any of the terms in this Agreement, the City, upon written notice to the Land Bank, shall have the right to require conveyance of the Property which is the subject of the default back to the City in addition to any other remedies allowed by law.

8.2 Should the City default under this Agreement, the Land Bank shall, at its option and upon written notice to the City, return title to the Property back to the City.

9. **Notice**. The parties shall notify the following persons or staff in the event notice to the other party is required hereunder.

9.1 All notices, demands, requests or other communications from each party to the other required or permitted under the terms of this Agreement shall be in writing and, sent to the party to whom notice is intended to be given, with a copy to the attorneys for each of the parties at the following respective addresses:

If intended for City: City of Waterbury
235 Grand Street
Waterbury, CT 06702
Attn: The Hon. Paul K. Pernerewski, Jr.

With a copy to: Angela Juliani, Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, CT 06702
ajuliani@waterburyct.org

If intended for the Land Bank:

Nancy M. MacMillan
The Waterbury Land Bank Authority, Inc.
207 Bank Street, 3rd Floor
Waterbury, CT 06702
nancy@waterburylandbank.org

9.2 Each such notice, demand, request or other communication shall be sent by (i) nationally recognized overnight courier service for next business day delivery, (ii) certified mail return receipt requested, (iii) facsimile transmission, however, if such communication is given via facsimile transmission, an original counterpart of such communication shall concurrently be sent in the manner specified in clause (i) or (ii) above or (iv) email.

9.3 Each such notice, demand, or request shall be deemed to have been given upon the earlier of actual delivery, acceptance, or refusal of delivery by the addressee.

10. **Assignment prohibition.** This Agreement is not assignable by either party.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto represent that they have the authority to execute this Agreement on the dates signed below:

WITNESSES:	CITY OF WATERBURY:
_____	By:_____ Paul K. Pernerewski, Jr., Mayor
_____	Date:_____
WITNESSES:	THE WATERBURY LAND BANK AUTHORITY, INC.
_____	By:_____ Nancy MacMillan Its Executive Director
_____	Date:_____

MEMORANDUM OF UNDERSTANDING & FUNDING ASSISTANCE AGREEMENT BETWEEN

CITY OF WATERBURY, CONNECTICUT

AND WATERBURY LAND BANK AUTHORITY, INC.

THIS MEMORANDUM OF UNDERSTANDING & FUNDING ASSISTANCE AGREEMENT (this **"Agreement"**) is made and entered into between the City of Waterbury, Connecticut (the **"City"**) and the Waterbury Land Bank Authority, Inc. (the **"Land Bank"**), known collectively herein as the "Parties," for furthering the mutual goals of the Parties, furthering collaboration between the Parties, establishing policies and procedures that allow the Parties to undertake their respective business collaboratively and concurrently, and for any other purposes that further the mutual goals and interests of the Parties.

This Agreement is made effective as of this 24 day of August, 2022, and this date shall be known herein as the **"Effective Date."**

WITNESSETH

WHEREAS, the Land Bank has been organized under the Connecticut Revised Nonstock Corporation Act and the Connecticut Public Act 19-175 permitting the creation of land banks to further the goals of strengthening neighborhoods by returning vacant and abandoned Property to productive use, strategically acquiring properties to reduce blight, promoting economic development, increasing real property values, and improving the quality of life of all City of Waterbury residents, and for any additional lawful purpose consistent with these goals; and

WHEREAS, the City of Waterbury desires to collaborate and cooperate with the Land Bank in furthering the goals of the Land Bank through the reclamation, rehabilitation and reutilization of vacant, abandoned, tax foreclosed or other real property located in the City of Waterbury; and

WHEREAS, the City of Waterbury shall make available and/or transfer funding approved by the Board of Aldermen to be used for the sole purpose of furthering the goals of the Land Bank; and

WHEREAS, in accordance with a means mutually acceptable between the Parties, the City of Waterbury may convey City owned surplus properties to the Land Bank that are determined to align with the purposes of the Land Bank, beneficial to the Land Bank and consistent with furthering its goals.

NOW, THEREFORE, the Parties agree to the following terms:

1. PURPOSE

a. The City of Waterbury has participated in the incorporation of a non-profit corporation named "The Waterbury Land Bank Authority, Inc." the establishment of which will help strengthen Waterbury neighborhoods by acquiring and returning vacant, blighted and/or abandoned Property to productive use, strategically reducing blight through other activities, promoting increased housing investment and economic development, and thereby improving the quality of life of all City of Waterbury residents.

b. To do this, the Land Bank will:

(i) Develop programs and prioritize sales that increase and preserve home ownership.

(ii) Help reduce displacement of renters and negative speculation in rental housing.

(iii) Identify and cause the removal of blighting influences, such as abandoned cars, trash, debris, condemned and burned houses and promote enforcement of Property maintenance standards.

(iv) Work with neighborhood groups, city agencies, private developers and others to develop and implement community-centered strategies that achieve the parties' strategic goals.

(v) Create residential, commercial and mixed-use sites that attract development and investment and,

(vi) Work off existing neighborhood strengths to facilitate stated neighborhood plans and goals; enhance the strengths of the neighborhood; address shortcomings of the neighborhood; etc.

c. In carrying out these purposes, the Land Bank shall, in accordance with applicable State and local laws, regulations and codes, acquire title to and/or Property interest in real Property and will inventory, classify, manage, maintain, protect, rent, lease, repair, insure, alter, sell, trade, exchange or otherwise dispose of under such terms and conditions as determined in the sole discretion of the Land Bank.

2. DEFINITIONS

The following terms use or referred to in this Agreement shall have the respective meanings:

"**Agreement**" shall refer to this Memorandum of Understanding.

"**Appraisal**" shall mean a valuation or an estimation of value of Property by two disinterested persons of suitable qualifications, which may include a professional appraisal, brokers' price opinion, or an estimation using comparable sales for similar properties; Land Bank shall note in the appraisal method used to arrive at the price for each Property.

"Board" shall mean the Board of Directors of the Land Bank as it may exist from time to time.

"Good Title" shall refer to a title that shows the absolute right of possession of Property and that is marketable and insurable.

"Inventory" shall mean a detailed listing of properties owned by the Land Bank that shall include, but not be limited to, the address of the Property, its appraised or estimated value, and information that communicates its desired or intended use.

"Land Bank Act" shall mean Public Act 19-175 of the Connecticut Legislature.

"Low Income" shall refer to a person earning not more than 50% of the area median income as defined by the US Department of Housing and Urban Development each year.

"Moderate Income" shall refer to a household earning not more than 80% of the area median income as defined by the US Department of Housing and Urban Development each year.

"Person" shall mean an individual, partnership, joint venture, association, corporation, or any other legal entity recognized by the laws of the State of Connecticut.

"Property" shall mean buildings, dwellings, land and whatever is erected or growing upon or affixed thereto; the term is used in this Agreement synonymously with real property.

"Total Property Costs" shall mean the costs incurred by the Land Bank to acquire, hold, improve, market, sell, convey, or recapture any Property held by the Land Bank;

"Protocol Agreement" means an agreement between the City of Waterbury and the Land Bank that regulates the Land Bank's actions with respect to a Property transferred to the Land Bank by the City of Waterbury for which such agreement is in effect.

"Resident" means a person whose primary residence is within the jurisdictional boundaries of the City of Waterbury.

"Special Assessment" shall mean any fees assessed against and levied upon Property by the City for sanitary and anti-blight purposes, including the clearance of weeds or vegetative overgrowth; the removals and disposal of solid wastes, curb, street, road and sidewalk construction and maintenance and the vacating and closing and demolition of buildings.

"Tax Delinquent" shall refer to real Property on which taxes are due and unpaid at the time appointed by the City of Waterbury Revenue Collections Manager. For the purposes of this Agreement, a Property shall be considered tax delinquent if taxes remain fully unpaid on the first day of the month following the month said taxes became due.

"Tax Auction" shall mean the process prescribed by the laws of the State of Connecticut to bring tax delinquent properties to auction by the City of Waterbury; the process includes a title search, notification of owner and lienholders, advertising of the sale, and concludes with the sale of the property following a redemption period allowed to the existing owner and lienholders.

3. CORPORATE ORGANIZATION

a. The Land Bank has been organized as a nonstock corporation pursuant to Connecticut Revised "Nonstock Corporations Act," and has filed with the Secretary of State of the State of Connecticut the Certificate of Incorporation and has adopted the By-Laws.

b. The Land Bank shall operate as a non-profit public body with all of the powers available to "land bank authorities" under the Land Bank Act.

c. Minutes of all Land Bank Board meetings shall be available on the Land Bank website and in print copy at the Land Bank offices and shall document to sufficient and reasonable detail decisions made by the Land Bank, especially with respect to the acquisition and disposition of Property.

4. POWERS OF THE LAND BANK

a. The Land Bank shall hold in its name, for the benefit of the Residents of Waterbury and the Land Bank, all properties conveyed to it by the City and all properties otherwise acquired.

b. In accordance with the guidelines contained herein, the Land Bank shall have the right to request the City to extinguish City liens against Property for past due taxes or any other liabilities prior to conveying the Property in accordance with the guidelines contained herein. Refer to Section 9 of this Agreement for provisions for the waiver of the City's Special Assessments.

c. Land Bank shall be responsible for determining the appropriate use for each Property that it administers; said determination shall be based upon factors such as adherence to stated Land Bank policies and procedures, alignment to community and neighborhood plans, compliance with zoning and land use regulation(s), access to transportation, utility, and water sewer facilities, surrounding land uses and the intensity of those uses; and other accepted planning and development principles.

d. Land Bank shall not acquire any Property for uses that conflict with the City's Plan for Conservation and Development or which contradicts or interferes with Property related to activities of the City or which contradicts this Agreement.

5. POWERS OF THE CITY

a. The City does hereby reserve unto itself the sole discretion to determine which Properties that it owns or controls will be offered or conveyed to the Land Bank.

b. Further, if the City desires to convey Property to the Land Bank and the Land Bank indicates that it is willing to accept a Property from the City, the City shall cause appropriate deeds to be executed vesting Good Title in the Land Bank.

6. DUTIES AND RESPONSIBILITIES OF THE PARTIES

a. General Duties and Responsibilities of the Land Bank.

1. The Land Bank may acquire Property to be held in its own name and shall administer all Properties acquired by it according to Policies and Procedures for the Acquisition, Holding, and Disposition of Real Property adopted by the Land Bank and otherwise required under this Agreement.

2. The acquisition and disposal of Property by the Land Bank shall not be governed or controlled by any regulation or ordinance of the City, unless specifically provided herein or by law.

3. The Board shall at its first annual meeting reevaluate the strategy and results of the previous year and determine if a modification in strategy is needed. The Land Bank Board shall set priorities for the processing of Properties based on factors, such as organizational capacity to manage its current and prospective inventory, its past performance in acquiring, holding, and disposing of Property, its strategic priorities, and potential need or demand for Land Bank properties as understood by the Board. Set priorities will be reviewed, updated and adopted annually.

4. Departments and Staffing of the Land Bank.

a. The Board shall have the power to organize the executive, administrative, clerical and other departments of the Land Bank and to fix the duties, powers and compensation of all employees, agents, and consultants of the Land Bank.

b. The Land Bank shall directly employ or engage, through contract or otherwise, any staff deemed necessary to carry out the duties and responsibilities of the Land Bank.

c. The staff of the Land Bank shall be persons who have demonstrated interest, volunteer or work experience, or an advanced degree in real estate, community and economic development, urban planning, finance or related areas.

d. Such staff shall be paid directly from the funds of the Land Bank.

e. The Board may reimburse any Director of the Board for expenses actually incurred in the performance of duties on behalf of the Land Bank, provided such authorization is consistent with Land Bank's bylaws, policies and procedures.

f. The Board, in its discretion, shall be authorized to expend the necessary funds to obtain consulting services as needed to carry out its duties and responsibilities and to implement its priorities.

b. General Responsibility of the City:

1. The City shall provide support to the Land Bank Board consistent with the terms and conditions of this Agreement, for the purpose of assisting in the execution of its duties.

2. The City shall provide support services, as agreed upon by the Mayor, from the following departments including but not limited to the Mayor's Office, Corporation Counsel, Finance, Tax, Assessment, City Planning & Zoning, Building & Inspections, Police Department Blight Task Force, Public Works, Bureau of Water and Water Pollution Control along with support services from the Waterbury Development Corporation in furthering the goals of the Land Bank.

3. The City may, at its sole discretion, request the Land Bank appoint a representative to the City's Blight Task Force and any other such body that is established by the City for the coordination of anti-blight and community revitalization programs and activities. If requested, the Land Bank shall appoint a person to serve as its representative to such body.

c. Concerning Processing of Tax Delinquent Properties:

1. The City Revenue Collection Manager shall provide a list of properties more than 180 days (minimum of two installments) tax delinquent upon written request from the Land Bank.

2. Upon written request by the Land Bank, the City Revenue Collection Manager shall bring to the attention of the Tax Auction Committee any property deemed sufficiently tax delinquent within the Committee's policies and procedures, for a determination of placing the property on the tax auction list.

3. Properties requested by the Land Bank for tax sale that have been approved by the City's Tax Auction Committee for sale under its policies and procedures will be brought to Tax Auction in the same manner as other tax delinquent properties on the auction list.

4. The Land Bank may request that tax liens be sold/transferred to the Land Bank. If approved by the City, the City will transfer tax liens in accordance with state statute and local law.

7. FUNDING AND EXPENDITURES

a. Contributions.

1. All City contributions to the Land Bank are subject to the approval of the Board of Aldermen and any and all applicable Federal State and Local laws and regulations.

2. Notwithstanding costs the City agrees to pay under this Agreement, or which the City agrees to pay under a Protocol Agreement regarding one or more properties, all Property Costs related to the acquisition, holding, marketing, disposition, and post-disposition monitoring of Land Bank properties shall be the sole responsibility of Land Bank and shall be collected upon sale of Property or through other means as determined by the Land Bank.

3. Land Bank shall retain the right to recapture total Property costs from a buyer of Land Bank Property or to secure its interest in a Property by assigning a deed restriction upon conveyance of a Property to another individual or entity.

b. Establishment of Budget.

1. The Board shall establish the Land Bank's budget annually and submit this budget request to the City no later than January 5th each year. The budget document submitted to the City shall list and describe total requests made to the City for the subsequent fiscal year beginning July 1st.

c. Management of Funds

1. The Land Bank shall establish accounts in its name for the management of all funds and shall apply standard accounting internal controls & procedures in the management of the accounts required to accomplish this responsibility.

2. The Land Bank shall receive the net proceeds from the sale of Land Bank Property.

3. The books of the Land Bank shall be audited by a competent and independent accounting firm and such audit forwarded to the City not more than 30 days upon acceptance by the Land Bank.

d. Financial & Program Reporting

1. Land Bank shall be responsible for keeping appropriate and accurate accounting records and inventory of all Land Bank Property. Land Bank shall retain records in its possession relating to the Fund for no less than a period of ten (10) years or as required by law, whichever is longer. Land Bank shall make such records available to the City upon reasonable request.

2. Land Bank shall provide copies of the following to the City within 30 days of its receipt or filing of (i) the determination of its tax-exempt status ("IRS Determination Letter"); (ii) copies of its timely filed annual Form 990s and any applicable state charitable registrations; (iii) annual financial statements; (iv)

board meeting minutes; (v) any amendments to Land Bank's governing documents; (vi) notice of any change in Land Bank's tax-exempt status;

3. Land Bank Executive Director shall prepare an Annual Report and provide a copy to the City's Mayor, Corporation Counsel and Finance Director upon acceptance by the Board.

8. ACQUISITION AND CONVEYANCE OF PROPERTY BY THE LAND BANK

a. Land Bank shall adopt Policies and Procedures as to acquisition, holding and disposition of Property. Such policies shall be shared with the City, as adopted and amended, and be available for public review on the Land Bank website and in printed form in the offices of the Land Bank.

b. The City may establish additional conditions concerning Property conveyed to the Land Bank either as an Addendum to this Agreement, through a specific Protocol Agreement, or by another means mutually acceptable to the City and the Land Bank.

c. Concerning Property previously acquired by the City by virtue of foreclosure or Tax Auction.

1. Land Bank shall provide written notification to the appropriate City officer [Property Manager, Property Re-Use Committee] of its desire to acquire one or more properties held by the City.
2. In the event that the City agrees to the Land Bank's request, said officer shall coordinate with the City's Legal Department on conveyance of the property.
3. The Legal Department shall prepare a [Purchase and Sale Agreement/Quitclaim Deed] transferring title of the Property to the Land Bank and thereafter seek all appropriate municipal board approvals.

d. The Land Bank shall have full discretion to accept donations of Property and to enter into negotiations with persons offering to sell Property, subject to any rights or interest of the City in any City lien that encumbers the property, until and unless released by the City.

e. The Land Bank shall have full discretion in determining the sales prices of Property and may accept considerations other than cash.

f. To ensure Property is redeveloped in a timeframe and to standards consistent with Land Bank expectations, any Property conveyed by the Land Bank shall contain a condition of automatic reversion of title to the Land Bank for reasons that will be specified within the transaction or development agreement, as applicable.

g. All titles of Property conveyed from the Land Bank to any individual or entity shall contain language to the effect title will revert back to the Land Bank in the event that construction or rehabilitation of the Property has not commenced within one 1) year of conveyance or construction completed within three (3) years of conveyance. Upon request by the Land bank, the individual or entity shall vacate and quit claim the property back to the Land Bank. The Land Bank may at any time take any necessary action to establish the forfeiture of the Property so conveyed.

h. The Land Bank, in its discretion, may upon a majority vote of the Board grant in writing extensions or exceptions to this right of reversion. The criteria for the granting of any extension or exceptions to the right of reversion shall be delineated by the Board and applied on a case-by-case basis by the Land Bank and may be exercised at any time prior to or following the expiration of the three (3) year-period. In the event the grantee elects to sell the Property within the three (3) year-period or any extension due to their inability to develop the proposed project, the Land Bank must approve such sale.

9. WAIVER OF CITY'S SPECIAL ASSESSMENTS

Upon the request of the Land Bank and for the purposes of fostering the goals and objectives of the Land Bank, the City, at its option, and if allowed by state and local law and in accordance with said law, from time to time, may exempt the Land Bank and its successors in interest from the payment of Special Assessments levied by the City against properties owned by the Land Bank.

10. INDEMNIFICATION

Land Bank agrees to defend, indemnify and hold harmless the City of Waterbury and its respective directors, officers, agents and employees against all suits,claims, or liabilities of every nature arising out of or as a consequence of (a) any act or omission of or undertaken at the direction of Land Bank; or (b) any claims by its contributors. Land Bank agrees to defend, indemnify and hold harmless the City against all suits, claims, or liabilities of every nature arising out of (a) any material breach of this Agreement,or (b) any failure by Land Bank to act in accordance with the purposes of this Agreement. This Section shall survive any expiration or termination of this Agreement.

11. INSURANCE:

Land Bank shall maintain in force at all times the following minimum coverages and shall name City of Waterbury as an Additional Insured on a primary and non-contributory basis on General Liability & Excess policies. General Liability & Excess policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII.

		(Mininum Limits)
General Liability	Each Occurrence	$1,000,000
	General Aggregate	$2,000,000
	Products/Completed Operations Aggregate	$2,000,000
Excess Liability	Each Claim	$1,000,000
	Aggregate	$1,000,000
Directors & OfficersLiability	Policy Limit	$1,000,000
Crime/Employee Dishonesty	Per Loss Coverage Limit	$250,000

Original, completed Certificates of Insurance must be presented to the City. Land Bank agrees to provide replacement/renewal certificates at least 10 days prior to the expiration date of the policies. Should any of the above-described policies be cancelled, limits reduced or coverage altered, 10 days written notice must be given to the City.

12. AUDIT.

Upon completion of its yearly audit, Land Bank shall provide a copy of said audit to the City. The City reserves the right to audit the Land Bank's books of account in relation to this Agreement any time. In the event the City elects to make such an audit, the Land Bank shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to; all documents evidencing the transfer or sale of property, all documents evidencing construction or rehabilitation of property, payroll records, all costs and expenses of the Land Bank, bank statements and canceled checks, etc.

13. AMENDMENTS TO AGREEMENT

Any amendments to this Agreement shall be in writing and shall be approved and executed by the Parties to this Agreement.

14. ASSIGNMENT

This Agreement shall not be assignable by either party heretowithout the express written consent of the other party.

15. DURATION AND TERMINATION OF AGREEMENT

a. Duration. The effective date of this Agreement shall be the 24 day of Aug, 2022, and it shall remain in full force and effect for a period of one year thereafter. At the anniversary date and each anniversary date thereafter, the Agreement shall be renewed automatically, unless terminated in accordance with the provisions of this Agreement.

b. Termination. The City may withdraw at the expiration of any one-year term by giving ninety (90) days written notice to the Land Bank. Upon the effective withdrawal, the City will forfeit any and all rights to whatever funds or other assets the City has contributed to the Land Bank, though Land Bank shall reimburse or pay to the City any expenses the City was due at the time the Agreement is ended.

17. GOVERNING LAW

This Agreement shall be governed in all aspects, as to validity, construction, capacity, performance or otherwise, by the law of the State of Connecticut.

18. ENTIRE AGREEMENT

This Agreement, including the exhibits and documents attached hereto and which are incorporated herein constitute the entire understanding and agreement between the Parties hereto and supersedes any and all agreement, whether written or oral, that may exist between the Parties regarding the same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective, unless in writing and signed by both Parties, and complies with the provisions of Section 10 of this Agreement.

19 SEVERABILITY

In the event that any portion of this Agreement shall be declared null or void, the remaining portions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto executed this Contract on the dates signed below.

WITNESSES:

Alexandra DeGirolamo

David N. Lepore

CITY OF WATERBURY

By: _____

Neil M. O'Leary, Mayor

Date: 8/25/22

APPROVED AS TO FORM
Attorney, Office of the Corporation Counsel

WITNESSES:

WATERBURY LAND BANK AUTHORITY, INC.

By: _____

Print Name: FREDERICK L LUEDKE

Its CHAIRPERSON

Date: 8/24/22

DEPARTMENT OF POLICE SERVICES
255 EAST MAIN STREET
WATERBURY, CONNECTICUT 06702

Fernando Spagnolo
Chief of Police

Michael Ponzillo
Deputy Chief of Police

Robert Davis
Deputy Chief of Police

Nadine Amatruda
Deputy Chief of Police

Executive Summary

To: Board of Alderman
From: Lieutenant Lee Farley, Waterbury Police Department
Subject: BJA FY26 Enhancing Security Measures for Houses of Worship Grant
Date: August 3, 2026

The Police Department respectfully requests your approval to submit an application for grant funding in the amount of $149,932.96 under the BJA FY26 Enhancing Security Measures for Houses of Worship. This grant funded project will fund overtime costs for the Police Department to provide a visible uniformed security deterrence at houses of worship during services, events and high-risk periods. Further overtime will allow the P.D. to provide security / threat assessments, emergency response training and building / enhancing relationships with our communities' worship centers. This grant funding opportunity requires no match from the city.

A representative from the Police Department will be at the next Board of Alderman meeting to answer any questions you may have.

Respectfully Submitted,
Lee Farley #838
Lieutenant Lee Farley #838

Standard Applicant Information

Project Information

Project Title
Security Awareness & Faith Empowerment (S.A.F.E.) Waterbury Worship Initiative

Proposed Project Start Date
10/1/26

Proposed Project End Date
9/30/29

Federal Estimated Funding (Federal Share)
149933.0

Applicant Estimated Funding (Non-Federal Share)
0.0

Program Income Estimated Funding
0.0

Total Estimated Funding
149933.0

Areas Affected by Project (Cities, Counties, States, etc.)

Waterbury, CT

Type Of Applicant

Type of Applicant 1: Select Applicant Type:
C: City or Township Government

Type of Applicant 2: Select Applicant Type:
—

Type of Applicant 3: Select Applicant Type:
—

Other (specify):
—

Application Submitter Contact Information

Application POC Prefix Name
—

Application POC First Name
Lee

Application POC Middle Name
—

Application POC Last Name
Farley

Application POC Suffix Name
—

Organizational Affiliation
—

Title
Lieutenant

Email ID
lfarley@wtbypd.org

Phone Number
203-574-6906

Fax Number
203-574-8334

ORINumber

—

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

b. Program is subject to E.O. 12372 but has not been selected by the State for review

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (3)

Name	Date Added
manifest.txt	8/7/26
Form SF424_4_0-V4.0.pdf	8/7/26
GrantApplication.xml	8/7/26

Authorized Representative

Authorized Representative Information

Prefix Name

—

First Name	Middle Name	Last Name	Suffix Name
Paul	K.	Pernerewski	Jr.

Title

Mayor

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

CITY OF WATERBURY

Doing Business As

UEI

VF8HWQF5HSN3

Legal Address
Street 1
235 GRAND ST STE 3
Street 2

City	State	Zip/Postal Code
WATERBURY	CT	06702

CongressionalDistrict	Country
05	USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name
Lee Farley

Certification Date / Time
08/07/2026 12:41 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
   a. Contact your Entity Administrator.
   b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract *

The City of Waterbury, Connecticut, through the Waterbury Police Department (WPD), requests $149,932.96 under the Bureau of Justice Assistance (BJA) FY 2026 Enhancing Security Measures for Houses of Worship Program (Category 2) to implement the "Security Awareness & Faith Empowerment (S.A.F.E.) Waterbury Worship Initiative." As an urban city of approximately 115,000 residents with a rich history of multi-ethnic and religious diversity, Waterbury is home to prominent Jewish synagogues and educational institutions, multiple Islamic centers and mosques, historic Roman Catholic parishes serving Hispanic/Latino and Italian communities, African-American Baptist and Zion churches, and regional Hindu networks. Rising national and regional hate crime trends, antisemitic incidents, Islamophobic threats, and bias-motivated vandalism have created critical security vulnerabilities for these sacred places of assembly.

The S.A.F.E. Waterbury Worship Initiative will deploy visible, uniformed law enforcement deterrence, conduct professional multidisciplinary security/threat assessments, deliver emergency response training, and implement further collaboration between police and religious communities over a 36-month performance period (October 1, 2026 – September 30, 2029). WPD will utilize overtime funding across three integrated operational components: (1) Visible Uniformed Security Deterrence's: Deploying units in 4-hour blocks (216 blocks; 1,728 officer hours total) during religious services, holidays, and high-risk periods across various faith traditions; (2) Multidisciplinary Site Walk-Through Assessments: Conducting comprehensive security walk-throughs at up to 16 participating diverse houses of worship led by a team consisting of up to and including a Captain, Lieutenant, Sergeant and Officer; and (3) Emergency Response Training & Follow-Up Assessments: Delivering tailored training sessions at up to 16 participating locations conducted by specialized teams to train clergy, staff, and ushers in threat recognition, emergency evacuation, and de-escalation.

The initiative will protect our communities' worshippers, establish rapid-response communication protocols, and build enduring mutual trust between WPD and Waterbury's houses of worship.

Data Requested with Application *

› **Financial Management and System of Internal Controls**

› **Funding Priority Inventory 2**

Proposal Narrative *

Name	Category	Created by	Date Added
BJA_FY2026_SAFE_Waterb	Proposal Narrative	Lee Farley	8/18/2026 8:26 AM

Budget and Associated Documentation

Budget / Financial Attachments

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Consultant Rate Justification

No documents have been uploaded for Consultant Rate Justification

Employee Compensation Waiver

No documents have been uploaded for Employee Compensation Waiver

Financial Management Questionnaire (Including applicant disclosure of high-risk status)

No documents have been uploaded for Financial Management Questionnaire

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

Budget Category	Year 1	Year 2	Year 3	Total
Personnel	$56,756	$47,907	$44,218	$148,881
Fringe Benefits	$0	$0	$0	$0
Travel	$0	$0	$0	$0
Equipment	$0	$0	$0	$0
Supplies	$526	$329	$197	$1,052
Construction	$0	$0	$0	$0
SubAwards	$0	$0	$0	$0
Procurement Contracts	$0	$0	$0	$0
Other Costs	$0	$0	$0	$0
Total Direct Costs	$57,282	$48,236	$44,415	$149,933
Indirect Costs	$0	$0	$0	$0
Total Project Costs	$57,282	$48,236	$44,415	$149,933
Federal	$57,282	$48,236	$44,415	$149,933
Non-Federal	$0	$0	$0	$0

Budget Totals

	Total	Percentage
Total Project Cost	$149,933	
Federal Funds	$149,933	100.00%
Non-Federal Amount	$0	0.00%
Match Amount	$0	0.00%
Program Income	$0	0.00%

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered

in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? No

Personnel

Instructions

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the narrative section, please provide a specific description of the responsibilities and duties for each position, and explain how the responsibilities and duties support the project goals and objectives outlined in your application.

Year 1

Year 1

Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
Site Walk Throughs	Captain (Command Staff)	$91.84	H	32.00	100.00%	$2,938.88
Site Walk Throughs	Lieutenant (ERT / Admin)	$84.46	H	32.00	100.00%	$2,702.72
Site Walk Throughs	Sergeant (Patrol / Support Services)	$77.57	H	32.00	100.00%	$2,482.24
Site Walk Throughs	Officer (Community Relations / Support Services)	$69.08	H	32.00	100.00%	$2,210.56
Training & Assessments	Officer	$69.08	H	64.00	100.00%	$4,421.12
Visible Security Deterrence	Officer	$69.08	H	608.00	100.00%	$42,000.64

Personnel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$56,756	$0	$56,756

Additional Narrative

The total budget request for the 36-month S.A.F.E. Waterbury Worship Initiative is $149,932.96, which is below the BJA Category 2 funding ceiling of $150,000. Grant funds are dedicated to sworn law enforcement overtime to directly support visible security deterrence, site assessments, and emergency response training at houses of worship along with Literature & Printouts to be given to each house of worship. WPD will utilize overtime funding across three integrated operational components: (1) Visible Uniformed Security Deterrence's: Deploying units in 4-hour blocks (216 blocks; 1,728 officer hours total) during religious services, holidays, and high-risk periods across various faith traditions; (2) Multidisciplinary Site Walk-Through Assessments: Conducting comprehensive security walk-throughs at up to 16 participating diverse houses of worship led by a team consisting of up to and including a Captain, Lieutenant, Sergeant and Officer; and (3) Emergency Response Training & Follow-Up Assessments: Delivering tailored training sessions at up to 16 participating locations conducted by specialized

and (3) Emergency Response Training & Follow-Up Assessments: Delivering tailored training sessions at up to 16 participating locations conducted by specialized teams to train clergy, staff, and ushers in threat recognition, emergency evacuation, and de-escalation. Overtime is calculated in 4-hour minimum blocks per

officer based on WPD's current collective bargaining agreement rates: Grade A Officer = $69.08/hr ($276.32 per 4-hr block); Detective $72.88/hr ($291.52 per 4-hr block); Sergeant = $77.57/hr ($310.28 per 4-hr block); Lieutenant = $84.46/hr ($337.84 per 4-hr block); and Captain = $91.84/hr ($367.36 per 4-hr block).

Year 2

Year 2

Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
Site Walk Throughs	Captain (Command Staff)	$91.84	H	20.00	100.00%	$1,836.80
Site Walk Throughs	Lieutenant (ERT / Admin)	$84.46	H	20.00	100.00%	$1,689.20
Site Walk Throughs	Sergeant (Patrol / Support Services)	$77.57	H	20.00	100.00%	$1,551.40
Site Walk Throughs	Officer (Community Relations / Support Services)	$69.08	H	20.00	100.00%	$1,381.60
Training & Assessments	Officer	$69.08	H	40.00	100.00%	$2,763.20
Visible Security Deterrence	Officer	$69.08	H	560.00	100.00%	$38,684.80

Personnel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$47,907	$0	$47,907

Additional Narrative

The total budget request for the 36-month S.A.F.E. Waterbury Worship Initiative is $149,932.96, which is below the BJA Category 2 funding ceiling of $150,000. Grant funds are dedicated to sworn law enforcement overtime to directly support visible security deterrence, site assessments, and emergency response training at houses of worship along with Literature & Printouts to be given to each house of worship. WPD will utilize overtime funding across three integrated operational components: (1) Visible Uniformed Security Deterrence's: Deploying units in 4-hour blocks (216 blocks; 1,728 officer hours total) during religious services, holidays, and high-risk periods across various faith traditions; (2) Multidisciplinary Site Walk-Through Assessments: Conducting comprehensive security walk-throughs at up to 16 participating diverse houses of worship led by a team consisting of up to and including a Captain, Lieutenant, Sergeant and Officer; and (3) Emergency Response Training & Follow-Up Assessments: Delivering tailored training sessions at up to 16 participating locations conducted by specialized teams to train clergy, staff, and ushers in threat recognition, emergency evacuation, and de-escalation. Overtime is calculated in 4-hour minimum blocks per officer based on WPD's current collective bargaining agreement rates: Grade A Officer = $69.08/hr ($276.32 per 4-hr block); Detective $72.88/hr ($291.52 per 4-hr block); Sergeant = $77.57/hr ($310.28 per 4-hr block); Lieutenant = $84.46/hr ($337.84 per 4-hr block); and Captain = $91.84/hr ($367.36 per 4-hr block).

Year 3

Year 3

Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
Site Walk Throughs	Captain (Command Staff)	$91.84	H	12.00	100.00%	$1,102.08
Site Walk Throughs	Lieutenant (ERT / Admin)	$84.46	H	12.00	100.00%	$1,013.52

Site Walk Throughs	Sergeant (Patrol / Support Services)	$77.57	H	12.00	100.00%	$930.84
Site Walk Throughs	Officer (Community Relations / Support Services)	$69.08	H	12.00	100.00%	$828.96
Training & Assessments	Officer	$69.08	H	24.00	100.00%	$1,657.92
Visible Security Deterrence	Officer	$69.08	H	560.00	100.00%	$38,684.80

Personnel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$44,218	$0	$44,218

Additional Narrative

The total budget request for the 36-month S.A.F.E. Waterbury Worship Initiative is $149,932.96, which is below the BJA Category 2 funding ceiling of $150,000. Grant funds are dedicated to sworn law enforcement overtime to directly support visible security deterrence, site assessments, and emergency response training at houses of worship along with Literature & Printouts to be given to each house of worship. WPD will utilize overtime funding across three integrated operational components: (1) Visible Uniformed Security Deterrence's: Deploying units in 4-hour blocks (216 blocks; 1,728 officer hours total) during religious services, holidays, and high-risk periods across various faith traditions; (2) Multidisciplinary Site Walk-Through Assessments: Conducting comprehensive security walk-throughs at up to 16 participating diverse houses of worship led by a team consisting of up to and including a Captain, Lieutenant, Sergeant and Officer; and (3) Emergency Response Training & Follow-Up Assessments: Delivering tailored training sessions at up to 16 participating locations conducted by specialized teams to train clergy, staff, and ushers in threat recognition, emergency evacuation, and de-escalation. Overtime is calculated in 4-hour minimum blocks per officer based on WPD's current collective bargaining agreement rates: Grade A Officer = $69.08/hr ($276.32 per 4-hr block); Detective $72.88/hr ($291.52 per 4-hr block); Sergeant = $77.57/hr ($310.28 per 4-hr block); Lieutenant = $84.46/hr ($337.84 per 4-hr block); and Captain = $91.84/hr ($367.36 per 4-hr block).

Fringe Benefits

Instructions

Fringe benefits should be based on the actual known costs or an approved negotiated rate by a Federal Agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in Personnel budget category listed and only for the percentage of time devoted to the project. In the narrative section, please provide a specific description for each item

Year 1

Fringe Benefit Detail

Name	Base	Rate (%)	Total Cost
No items			

Fringe Benefits Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

Year 2

Fringe Benefit Detail

Name	Base	Rate (%)	Total Cost
No items			

Fringe Benefits Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

Year 3

Fringe Benefit Detail

Name	Base	Rate (%)	Total Cost
No items			

Fringe Benefits Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

Travel

Instructions

Itemize travel expenses for staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; if unknown, indicate "location/dates to be determined." In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
No items										

Travel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 2

Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
No items										

Travel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 3

Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
No items										

Travel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Equipment

Instructions

List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category Applications should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Sub awards" (Sub grants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Equipment Detail

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
No items					

Equipment Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 2

Equipment Detail

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
No items					

Equipment Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 3

Equipment Detail

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
No items					

Equipment Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Supply Items

Instructions

List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than $10,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Supply Item Detail

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Printouts & Literature	8.00	$65.73	$525.84		$525.84

Supplies Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$526	$0	$526

Additional Narrative

Each participating House of Worship will recieve literature and printouts that will include contact information to the police department, a summary of training and initiatives discussed.

Year 2

Supply Item Detail

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Printouts & Literature	5.00	$65.73	$328.65		$328.65

Supplies Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$329	$0	$329

Additional Narrative

Each participating House of Worship will recieve literature and printouts that will include contact information to the police department, a summary of training and initiatives discussed.

Year 3

Supply Item Detail

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Printouts & Literature	3.00	$65.73	$197.19		$197.19

Supplies Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$197	$0	$197

Additional Narrative

Each participating House of Worship will recieve literature and printouts that will include contact information to the police department, a summary of training and initiatives discussed.

Construction

Instructions

As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the DOJ grant-making component before budgeting funds in this category. In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
No items						

Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 2

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
No items						

Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 3

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
No items						

Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Subawards

Instructions

Subawards (see "Subaward" definition at 2 CFR 200.92) : Provide a description of the Federal Award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to the application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category Subawards (Subgrants) Contracts by including the label "(subaward)" with each subaward category.

Year 1

Subaward (Subgrant) Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								

Subawards Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount

$0	$0	$0

Add Consultant Travel

—

Year 2

Subaward (Subgrant) Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								

Subawards Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Add Consultant Travel

—

Year 3

Subaward (Subgrant) Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								

Subawards Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Add Consultant Travel

—

Procurement contracts (see "Contract" definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at $250,000) for prior approval. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of $650 per day require additional written justification, and must be pre-approved in writing by the COPS Office if the consultant is hired via a noncompetitive bidding process. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Please visit https://cops.usdoj.gov/grants for a list of allowable and unallowable costs for this program.

Instructions

Procurement contracts (see "Contract" definition at 2 CFR 200.1): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for noncompetitive procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at $250,000).

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Written prior approval and additional justification is required for consultant fees in excess of the DOJ grant-making component's threshold for an

8-hour day.

In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								

Do you need Consultant Travel?

No

Procurement Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 2

Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								

Do you need Consultant Travel?

No

Procurement Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 3

Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								

Do you need Consultant Travel?

No

Procurement Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Other Direct Costs

Instructions

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Other Cost Detail

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
No items							

Other Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 2

Other Cost Detail

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
No items							

Other Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Year 3

Other Cost Detail

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
No items							

Other Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Indirect Costs

Instructions

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local

Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the "de minimis" rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement). If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) All requested information must be included in the budget detail worksheet and budget narrative. In order to use the "de minimis" indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant's eligibility (to use the "de minimis" rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

Year 1

Indirect Cost Detail

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
No items					

Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

Year 2

Indirect Cost Detail

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
No items					

Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

Year 3

Indirect Cost Detail

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
No items					

Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

Memoranda of Understanding (MOUs) and Other Supportive Documents

Memoranda of Understanding (MOUs) and Other Supportive Documents

Upload

The recommended files to upload are PDF, Microsoft Word and Excel.

Name	Category	Created by	Date Added
All Saints Support Letter for WTBY PD.pdf	Memoranda of Understanding (MOUs) and Other Supportive Documents	Lee Farley	8/26/2026 2:30 PM
Freedom 51 - Waterbury Police Letter.pdf	Memoranda of Understanding (MOUs) and Other Supportive Documents	Lee Farley	8/26/2026 2:30 PM
Albanian American Letter to Chief PD.pdf	Memoranda of Understanding (MOUs) and Other Supportive Documents	Lee Farley	8/26/2026 2:30 PM
Living Faith BJA FY26 Enhancing Security Measures for Houses of Worship grant.pdf	Memoranda of Understanding (MOUs) and Other Supportive Documents	Lee Farley	8/26/2026 2:30 PM
Victory Peter Leal Security Grant Ltr.pdf	Memoranda of Understanding (MOUs) and Other Supportive Documents	Lee Farley	8/26/2026 2:30 PM
Motion Church Police Outreach Letter.pdf	Memoranda of Understanding (MOUs) and Other Supportive Documents	Lee Farley	8/26/2026 2:30 PM

Additional Application Components

Tribal Authorizing Resolution

No documents have been uploaded for Tribal Authorizing Resolution

Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

No documents have been uploaded for Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

No Lobbying Activities

The applicant is not required to submit a lobbying disclosure under 31 U.S.C. 1352 for this application.

No documents have been uploaded for Disclosure of Lobbying Activities

Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

DOJ Certified Standard Assurances *

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;

b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or

in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Signed

SignerID

lfarley@wtbypd.org

Signing Date / Time

8/26/26 3:11 PM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing *

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; COORDINATION WITH AFFECTED AGENCIES

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in

accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;
(2) The Applicant's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 999 North Capitol Street, NE Washington, DC 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Certified

SignerID

lfarley@wtbypd.org

Signing Date / Time

8/26/26 3:11 PM

Other Disclosures and Assurances

Applicant Disclosure and Justification - DOJ High Risk Grantees

No documents have been uploaded for Application Disclosure and Justification - DOJ High Risk Grantees

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.

2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge *

Signed

SignerID

lfarley@wtbypd.org

Signing Date / Time

8/26/26 3:12 PM

Other

No documents have been uploaded for Other

Not Certified

GRANTS.GOV™

WORKSPACE FORM

1-800-518-4726
SUPPORT@GRANTS.GOV

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	O-BJA-2026-172658
Opportunity Title:	BJA FY 2026 Enhancing Security Measures for Houses of Worship
Opportunity Package ID:	PKG00293726
Assistance Listing Number:	16.047
Assistance Listing Title:	Community-Based Approaches to Advancing Justice
Competition ID:	C-BJA-2026-00002-PROD
Competition Title:	House of Worship Law Enforcement Protection
Opening Date:	07/22/2026
Closing Date:	09/02/2026
Agency:	Bureau of Justice Assistance
Contact Information:	OJP Response Center

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS01737182
Application Filing Name:	Security Awareness & Faith Empowerment (S.A.F.E.) Waterbury Worship Initiative
UEI:	VF8HWQF5HSN3
Organization:	CITY OF WATERBURY
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	4.0
Requirement:	Mandatory
Download Date/Time:	Aug 05, 2026 12:12:21 PM EDT
Form State:	No Errors

FORM ACTIONS:

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Waterbury

* b. Employer/Taxpayer Identification Number (EIN/TIN): 006001900

* c. UEI: VF8HWQF5HSN3

d. Address:

* Street1: 235 Grand St
Street2:
* City: Waterbury
County/Parish:
* State: CT: Connecticut
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 06702-1938

e. Organizational Unit:

Department Name: Waterbury Police Department

Division Name: Division of Police

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Lee
Middle Name:
* Last Name: Farley
Suffix:

Title: Lieutenant

Organizational Affiliation:

* Telephone Number: 203-574-6906
Fax Number: 203-574-8334

* Email: lfarley@wtbypd.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Assistance Listing Number:

16.047

Assistance Listing Title:

Community-Based Approaches to Advancing Justice

*** 12. Funding Opportunity Number:**

O-BJA-2026-172658

* Title:

BJA FY 2026 Enhancing Security Measures for Houses of Worship

13. Competition Identification Number:

C-BJA-2026-00002-PROD

Title:

House of Worship Law Enforcement Protection

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Security Awareness & Faith Empowerment (S.A.F.E.) Waterbury Worship Initiative

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: CT-005 * b. Program/Project: CT-005

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2026 * b. End Date: 09/30/2029

18. Estimated Funding ($):

* a. Federal	149,932.96
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	149,932.96

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Paul

Middle Name:

* Last Name: Pernerewski

Suffix: signature 1/7/2026 date

* Title: Mayor

* Telephone Number: 203-574-6712 Fax Number: 203-574-6804

* Email: authorizedrep@wtbypd.org

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

ALL SAINTS-TODOS LOS SANTOS

515 South Main Street
Waterbury, Connecticut 06706
Tel. +1 (203)-756-4439
parishoffice@allsaintswtby.org

August 5th, 2026

Chief Fernando Spagnolo,

On behalf of All Saints-Todos Los Santos Parish, I am writing to express our strong support for the Waterbury Police Department in their application for funding to enhance security and trainings to be provided to our Faith based community.

Our parish has served the community of Waterbury, CT for over ten years as a result of seven parishes merging into one, providing spiritual guidance, outreach programs, and safe gathering spaces for people of all backgrounds. We have witnessed firsthand the dedication and professionalism of the Waterbury Police Department in fostering trust and responding during times of need, especially with the 2,000 registered families in our parish.

The proposed security and training will not only strengthen the department's ability to protect our houses of worship and also deepen collaborative relationships between law enforcement and faith-based institutions. In today's climate, where safety concerns are always a thought, training from law enforcement on how to remain safe and what to expect from a police response are extremely important so we know what to expect.

We are committed to continuing our partnership with the Waterbury Police Department through joint safety trainings, site walk throughs, and tabletop exercises. We believe this grant will be a vital investment.

Thank you for considering this important initiative.

In Christ,

Rev. Diego A. Jimenez
Pastor

FREEDOM 51
FOR FREEDOM CHRIST SET US FREE

Date: August 5th, 2026

Chief Spagnolo,

As a faith-based organization who has been part of the Waterbury Community for 15 years, we are proud to write this letter in support as they pursue a grant to enhancing security measures for Houses of Worship to assist our faith-based community with security, training, site walk throughs, and table top exercises. The trainings they will provide will allow for understanding by our faith-based community in the event of an emergency or serious incident impacting us.

Securing this grant will significantly strengthen that foundation—ensuring our house of worship remains a safe sanctuary where families, neighbors, and community members can gather, worship, and receive support without fear.

Thank you for considering their application in support of our faith-based community.

Pastor Matt and Dorinda Butler
Freedom 51
www.freedom51.com
475 306 3871

ALBANIAN AMERICAN MOSLEM COMMUNITY

August 1, 2026

Chief Fernando Spagnolo

Dear Chief Spagnolo,

On behalf of the Albanian American Moslem Community (AAMC), I am honored to express our strongest support for the Waterbury Police Department's application for the U.S. Department of Justice, Bureau of Justice Assistance FY26 Enhancing Security Measures for Houses of Worship Grant.

As the Imam of the Albanian American Moslem Community and Director of our Community School, I have witnessed firsthand the tremendous growth of our congregation over the years. Our mosque serves not only as a place of worship, but also as a center for education, youth development, charitable outreach, and community engagement. Each week we welcome a growing number of members, visitors, families, and children who come together for Friday prayers, religious education, community events, Ramadan programs, and the celebrations of Eid.

As our community continues to expand and we move forward with plans to establish a school within our community center, the safety and security of our members—especially our children—have become an even greater priority. Creating a secure environment where families can worship, learn, and gather with confidence is essential to fulfilling our mission.

Throughout the years, the Waterbury Police Department has demonstrated professionalism, compassion, and a genuine commitment to building positive relationships with faith-based organizations. We greatly value this partnership and believe the proposed grant will further strengthen those relationships through enhanced security planning, on-site assessments, emergency preparedness training, tabletop exercises, and visible police presence during services and community events.

These resources will not only improve the safety of our congregation but will also provide our staff, volunteers, and community members with the knowledge and confidence needed to respond effectively should an emergency ever occur. This investment will help ensure that our

house of worship remains a welcoming, peaceful, and secure place for everyone who enters our doors.

The Albanian American Moslem Community fully supports the Waterbury Police Department's grant application and respectfully encourages its favorable consideration. We look forward to continuing our partnership in promoting the safety and well-being of all houses of worship throughout our city.

Thank you for your continued service, leadership, and dedication to protecting the residents and faith communities of Waterbury.

Respectfully,

Endrit Himaj
Imam & Community School Director
Albanian American Moslem Community (AAMC)

himajendrit@gmail.com

+1 (203) 518-2076

38 Raymond Street, Waterbury, CT 06706

W

Chief Fernando Spagnolo,

On behalf of Living Faith Christian Church in Waterbury, Connecticut, I am writing to express our strong support for the Waterbury Police Department's application for the BJA FY26 Enhancing Security Measures for Houses of Worship grant.

Living Faith has been committed to serving the Waterbury community by providing a place of worship, spiritual growth, and outreach for individuals and families of all backgrounds. We are deeply grateful for the continued partnership and professionalism demonstrated by the Waterbury Police Department in protecting and serving our city.

In recent years, we have experienced multiple situations that highlight the growing need for increased security and preparedness within houses of worship. On several occasions, individuals, whether struggling with mental illness or harboring anger toward a member or pastor, have entered our services with disruptive or concerning behavior. Most recently, an individual dealing with mental illness attempted to intimidate me during a service and ultimately had to be removed for the safety of those present.

Additionally, we have had instances where individuals entered our church with the intent of stalking and intimidating others attending our services. These situations create an environment of uncertainty and underscore the real and present need for proactive safety measures.

With tragedies occurring at houses of worship across the United States, our church carries a heightened concern for the safety and well-being of our congregation. We strongly believe that increased police presence, along with security assessments, emergency response training, and collaborative planning, would significantly enhance our ability to maintain a safe and welcoming environment.

This grant would not only strengthen the Waterbury Police Department's ability to provide visible security and rapid response, but it would also deepen the partnership between law enforcement and the faith-based community. We are fully committed to participating in joint safety trainings, site walkthroughs, and any initiatives that promote preparedness and protection.

We wholeheartedly support this application and believe it is a vital investment in the safety of our community.

Thank you for your consideration.

Sincerely,
Lead Pastor, Brandon Monti
Living Faith Christian Church
69 Prospect Rd. Waterbury, Ct 06706

203-754-5940
bmonti@lfccnow.com

VICTORY CHURCH

Chief Fernando Spagnolo,

On behalf of Victory Church, I am writing to express our strong support for the Waterbury Police Department in their application for funding to enhance security and trainings to be provided to our Faith based community.

Our organization has served the community of Waterbury, CT, providing spiritual guidance, outreach programs, and safe gathering spaces for people of all backgrounds. We have witnessed firsthand the dedication and professionalism of the Waterbury Police Department in fostering trust and responding during times of need.

We have always emphasized the importance of having a safe environment for worshippers to gather as the doors open on Sunday mornings, and during each night of the week, to all that they might find hope and peace in their lives.

The proposed security and training will be invaluable toward the end of strengthening the department's ability to protect our houses of worship and also deepening collaborative relationships between law enforcement and faith-based institutions. In today's climate, where safety concerns are always a thought, training from law enforcement on how to remain safe and what to expect from a police response are extremely important so we know what to expect.

We are committed to continuing our partnership with the Waterbury Police Department through joint safety trainings, site walk throughs, and tabletop exercises. We believe this grant will be a vital investment.

Thank you for considering this important initiative.

Peter Leal, Jr.

Lead Pastor

Victory Church

191 Meriden Road | P.O. Box 219 | Middlefield, CT 06455 | ourvictory.org | 860-346-6771 | Fax: 860-346-6554

MOTION CHURCH

Motion Church
2457 East Main Street Ste 4a
Waterbury, CT 06705

Chief Fernando Spagnolo,

On behalf of Motion Church, I am writing to express our strong support for the Waterbury Police Department in their application for funding to enhance security and training to be provided to our Faith based community.

Our organization has served the community of Waterbury, CT for over 25 years, providing spiritual guidance, outreach programs, and safe gathering spaces for people of all backgrounds. We have witnessed firsthand the dedication and professionalism of the Waterbury Police Department in fostering trust and responding during times of need.

Last year, as you may remember, we host the faith and blue event to highlight the work that officers do in our community. We plan do repeat this event in the fall.

The proposed security and training will not only strengthen your department's ability to protect our houses of worship but also deepen collaborative relationships between law enforcement and faith-based institutions such as ours.

We are committed to continuing our partnership with the Waterbury Police Department through joint safety training, site walk throughs, and tabletop exercises. We believe this grant will be a vital investment.

Thank you for considering this important initiative.

Casey Sabella
Senior Pastor
Motion Church
(203) 206-1522

U.S. DEPARTMENT OF JUSTICE

BUREAU OF JUSTICE ASSISTANCE (BJA)

FY 2026 ENHANCING SECURITY MEASURES FOR HOUSES OF WORSHIP

Category 2: House of Worship Law Enforcement Protection

Grants.gov Opportunity Number: O-BJA-2026-172658 | Competition ID: C-BJA-2026-00002-PROD

APPLICATION COMPONENT	PROJECT & APPLICANT DETAILS
Project Title:	Security Awareness & Faith Empowerment (S.A.F.E.) Waterbury Worship Initiative
Applicant Legal Name:	City of Waterbury
Applicant Eligibility:	City / Township Government
Project Duration & Dates:	36 Months (3 Years) | October 1, 2026 – September 30, 2029
Total Federal Funding Requested:	$149,932.96 (Under $150,000 Category 2 Ceiling | No Cost Share Required)
Geographic Service Area:	City of Waterbury, New Haven County, Connecticut (Population: ~115,000)
Program Target Population:	Various Faith-Based Religions & Houses of Worship in the City of Waterbury, CT
Designated Point of Contact:	Lee Farley, Lieutenant, Waterbury Police Department

PROJECT SUMMARY & NOFO ALIGNMENT: This grant application is submitted under Category 2 (House of Worship Law Enforcement Protection) to fund overtime for state/local law enforcement officers to provide visible, uniformed security presence at houses of worship during services, events, and high-risk periods. Further overtime funds structured multidisciplinary security/threat assessments, emergency response training, and community relationship building across various religious denominations in Waterbury, CT.

PROPOSAL ABSTRACT

The City of Waterbury, Connecticut, through the Waterbury Police Department (WPD), requests $149,932.96 under the Bureau of Justice Assistance (BJA) FY 2026 Enhancing Security Measures for Houses of Worship Program (Category 2) to implement the "Security Awareness & Faith Empowerment (S.A.F.E.) Waterbury Worship Initiative." As an urban city of approximately 115,000 residents with a rich history of multi-ethnic and religious diversity, Waterbury is home to prominent Jewish synagogues and educational institutions, multiple Islamic centers and mosques, historic Roman Catholic parishes serving Hispanic/Latino and Italian communities, African-American Baptist and Zion churches, and regional Hindu networks. Rising national and regional hate crime trends, antisemitic incidents, Islamophobic threats, and bias-motivated vandalism have created critical security vulnerabilities for these sacred places of assembly.

The S.A.F.E. Waterbury Worship Initiative will deploy visible, uniformed law enforcement deterrence, conduct professional multidisciplinary security/threat assessments, deliver emergency response training, and implement further collaboration between police and religious communities over a 36-month performance period (October 1, 2026 – September 30, 2029). WPD will utilize overtime funding across three integrated operational components: (1) Visible Uniformed Security Deterrence's: Deploying units in 4-hour blocks (216 blocks; 1,728 officer hours total) during religious services, holidays, and high-risk periods across various faith traditions; (2) Multidisciplinary Site Walk-Through Assessments: Conducting comprehensive security walk-throughs at up to 16 participating diverse houses of worship led by a team consisting of up to and including a Captain, Lieutenant, Sergeant and Officer; and (3) Emergency Response Training & Follow-Up Assessments: Delivering tailored training sessions at up to 16 participating locations conducted by specialized teams to train clergy, staff, and ushers in threat recognition, emergency evacuation, and de-escalation.

The initiative will protect our communities' worshippers, establish rapid-response communication protocols, and build enduring mutual trust between WPD and Waterbury's houses of worship.

SECTION 1: DESCRIPTION OF THE NEED

1.1 Critical Problem & Rising Threat Landscape for Houses of Worship

Houses of worship across the United States face bias-motivated crimes, hate-motivated vandalism, bomb threats, and violent targeted assaults. Sacred spaces—designed as open, welcoming places of assembly and spiritual sanctuary—are inherently vulnerable to individuals motivated by antisemitism, Islamophobia, anti-Christian bias, and extremist ideologies. According to the FBI's most recent State of Connecticut and Nationally reported Hate Crime Stats, nationally there were 11,862 reported incidents in 2023 in which 52.5% of the incidents were race / ethnicity / ancestry motivated while 22.5% were religion motivated. The State of Connecticut reported 109 Hate Crime Incidents in 2023 in which 44% were of race / ethnicity / ancestry motivated and 29.4% were religion motivated. (Sources: https://www.justice.gov/hatecrimes/state-data/connecticut & https://www.justice.gov/hatecrimes/hate-crime-statistics)

1.2 Waterbury's Unique Demographic & Religious Vulnerabilities

The City of Waterbury, Connecticut (population ~115,000), located in New Haven County, is the fifth-largest city in Connecticut. Waterbury possesses a uniquely dense and diverse religious landscape that requires immediate, structured law enforcement protection:

• Orthodox Jewish & Yeshiva Community: Waterbury is home to one of New England's most prominent Orthodox Jewish communities, anchored by Yeshiva Ateres Shmuel of Waterbury (YASW), B'nai Shalom Synagogue, Khal Ahavas Yisroel, and Chabad of Waterbury. The presence of hundreds of yeshiva students, rabbis, and Jewish families walking to daily and weekly Shabbat services along Cooke Street, Roseland Avenue, and Columbia Boulevard creates highly visible soft targets that require dedicated uniformed deterrence during high-threat periods.

• Diverse Muslim Mosques & Islamic Centers: Waterbury hosts three prominent Islamic institutions: the Islamic American Society of Connecticut (IASC / Masjid Al-Mustafa, Connecticut's largest mosque facility on Schraffts Drive), the Albanian American Muslim Community Islamic Center (Raymond Street), and the United Muslim Masjid (UMM CT on North Main Street). Serving thousands of Albanian, Arab, African-American, and South Asian Muslims, these mosques experience intense attendance during Friday Jummah congregational prayers and throughout Ramadan, necessitating professional traffic control and visible deterrence against Islamophobic harassment.

• Catholic, African-American Baptist, A.M.E. Zion & Orthodox Churches: Historic urban congregations such as All Saints - Todos los Santos Parish (serving a vast Hispanic/Latino community), Grace Baptist Church and Mount Olive A.M.E. Zion Church (anchors of Waterbury's African-American community), and Holy Trinity Greek Orthodox Church operate in high-density urban corridors where neighborhood vandalism, property destruction, and bias incidents threaten congregant safety.

1.3 Alignment with BJA Category 2 Program Objectives

The Waterbury Police Department has experienced numerous Hate Crimes and Bias Based incidents. In 2024, the Waterbury Police Department had 4 reported incidents and 5 reported incidents in 2025. Although our documented incidents may be low, they still occur and the Waterbury Police Department will make every proactive effort to prevent these incidents from occurring.

During times of national events, holidays and in response to suspicious activities within communities, the Jewish & Muslim communities have contacted the Police Department for added patrol assignments.

The Patrol Division and the Support Services Division conducts proactive patrol assignments in the area of our City's Worship Centers to provide safety and a deterrence of crimes. In 2024, the Waterbury Police Department provided 248 proactive patrol assignments in the Jewish community of Columbia Blvd and Roseland Ave where there are Synagogues and 175 proactive patrol assignments in 2025. In 2024, the Waterbury Police Department provided 82 proactive patrol assignments at the Schraffts Dr Mosque and 25 proactive patrol assignments in 2025. In 2024, the Waterbury Police Department provided 36 proactive patrol assignments in the West Main St Catholic Church Corridor and 60 proactive patrol assignments in 2025. It should be noted that these patrol assignments are pass throughs and

officers typing while on calls of service due to officers handling calls of service and other police functions.

With federal grant assistance, the Waterbury Police Department can support dedicated, preventive overtime deployments for houses of worship without compromising emergency patrol response across the city and other operations throughout the city which benefit the community. The S.A.F.E. Waterbury Worship Initiative addresses this critical gap by providing overtime funding to deploy highly visible, uniformed presence during high-risk services & holidays, and Command Staff, Patrol, Support Services & Community Relations specialists conduct formal site assessments and emergency response training.

SECTION 2: PROJECT GOALS AND OBJECTIVES

The goal of the S.A.F.E. Waterbury Worship Initiative is to protect worshippers and build institutional security capacity across all faith-based religions in the City of Waterbury through visible uniformed law enforcement presence, multidisciplinary security/threat assessments, and structured emergency response training over a 36-month period.

OBJECTIVE #	OBJECTIVE DESCRIPTION	NOFO ALIGNMENT
Objective 1: Visible Deterrence	Deploy uniformed WPD officers during religious services, holidays, and high-risk periods across all faith traditions in Waterbury.	Category 2: Immediate protection & visible deterrent effect against attacks.
Objective 2: Multidisciplinary Site Walk-Throughs	Conduct comprehensive physical security and threat assessment walk-throughs at up to 16 diverse houses of worship using a WPD team.	Category 2: Threat assessment & inter-division safety planning.
Objective 3: Emergency Response Training	Deliver customized emergency response, threat recognition, and evacuation/shelter-in-place training up to 16 assessed locations by training teams.	Category 2: Building institutional capacity & staff preparedness.
Objective 4: Communication & Community Trust	Establish rapid communication protocols, and dedicated WPD Police Chaplain/Liaison relationships with all participating religious institutions.	Category 2: Strengthening partnerships between police & faith leaders.

SECTION 3: PROJECT DESIGN AND IMPLEMENTATION

3.1 Citywide Houses of Worship Directory & Diverse Population Representation

The Waterbury Police Department has conducted a citywide assessment of faith-based religions in Waterbury. The S.A.F.E. Initiative includes 32 houses of worship representing many of the city's religious denominations—including Judaism, Islam, Muslim (multi-ethnic, Albanian, and African-American), Christianity, Roman Catholic (Hispanic/Latino &, Italian), African-American Baptist and A.M.E. Zion, Eastern Orthodox, and Hindu interfaith populations. This list is not an exhaustive list of all houses of worship and religions served in the community.

ID	HOUSE OF WORSHIP TITLE	STREET ADDRESS	RELIGION / DENOMINATION
HOW-01	First Congregational Church of Waterbury	222 W Main St, Waterbury, CT 06702	Christianity
HOW-02	Freedom 51	565 Chase Pkwy, Waterbury, CT 06708	Christianity
HOW-03	House of Prayer Church	1245 Thomaston Ave, Waterbury, CT 06704	Christianity
HOW-04	Iglesia Del Dios Viviente	192 Willow St, Waterbury, CT 06702	Christianity
HOW-05	Living Faith Christian Church	69 Prospect Rd, Waterbury, CT 06706	Christianity
HOW-06	Motion Church	2457-4A E Main St, Waterbury, CT 06705	Christianity
HOW-07	St. Patrick Oratory	50 Charles St, Waterbury, CT 06708	Christianity
HOW-08	Walnut Hill Community Church	274 Bunker Hill Ave, Waterbury, CT 06708	Christianity
HOW-09	Calvary Baptist Church	3000 N Main St, Waterbury, CT 06704	Christianity (Baptist)
HOW-10	Grace Baptist Church	65 Kingsbury St, Waterbury, CT 06702	Christianity (Baptist)
HOW-11	Mount Olive African Methodist Episcopal (A.M.E.) Zion Church	82-100 Pearl St, Waterbury, CT 06704	Christianity (Baptist)
HOW-12	Zion Baptist Church	137 Pearl St, Waterbury, CT 06704	Christianity (Baptist)
HOW-13	Holy Trinity Greek Orthodox Church	937 Chase Pkwy, Waterbury, CT 06708	Christianity (Eastern Orthodox)
HOW-14	All Saints - Todos los Santos Parish (Shrine of St. Anne)	515 S Main St, Waterbury, CT 06706	Christianity (Roman Catholic)
HOW-15	Basilica of the Immaculate Conception	74 W Main St, Waterbury, CT 06702	Christianity (Roman Catholic)
HOW-16	Blessed Sacrament Church	182 Robbins St, Waterbury, CT 06708	Christianity (Roman Catholic)
HOW-17	Our Lady of Fatima	2071 Baldwin St, Waterbury, CT 06706	Christianity (Roman Catholic)
HOW-18	Our Lady of Loreto	635 Bunker Hill Ave, Waterbury, CT 06708	Christianity (Roman Catholic)

HOW-19	Our Lady of Lourdes	309 S Main St, Waterbury, CT 06706	Christianity (Roman Catholic)
HOW-20	Our Lady of Mount Carmel Church	785 Highland Ave, Waterbury, CT 06708	Christianity (Roman Catholic)
HOW-21	St. Francis Xavier	625 Baldwin St, Waterbury, CT 06706	Christianity (Roman Catholic)
HOW-22	Waterbury Hindu Temple	325 Baldwin St, Waterbury, CT 06706	Hinduism
HOW-23	Assalam Mosque	130 Scott Rd, Waterbury, CT 06705	Islam
HOW-24	Islamic American Society of CT (Masjid Al-Mustafa)	120 Schraffts Dr, Waterbury, CT 06705	Islam
HOW-25	Albanian American Muslim Community	38 Raymond St, Waterbury, CT 06706	Islam
HOW-26	United Muslim Masjid (UMM CT)	3125 N Main St, Waterbury, CT 06704	Islam
HOW-27	United Muslim Mosque	132 Prospect St, Waterbury, CT 06702	Islam
HOW-28	Albanian American Cultural & Islamic Center	106 Columbia Blvd, Waterbury, CT 06710	Islam
HOW-29	Chabad of Waterbury (Chabad House)	99 Crescent St, Waterbury, CT 06710	Judaism (Chabad / Hasidic)
HOW-30	B'nai Shalom Synagogue	135 Roseland Ave, Waterbury, CT 06710	Judaism (Orthodox)
HOW-31	Khal Ahavas Yisroel	67 Columbia Blvd, Waterbury, CT 06710	Judaism (Orthodox)
HOW-32	Yeshiva Ateres Shmuel	359 Cooke St, Waterbury, CT 06710	Judaism (Orthodox)

3.2 Event, Holiday & High-Risk Period Deployment Strategy

Under S.A.F.E. Waterbury, WPD will allocate 216 four-hour deployment blocks of officers (Ranging from Patrol Officers, Detectives, Sergeants and/or Lieutenants) to provide high-visibility patrols, static sanctuary entry security, and foot patrols during religious services, holy days, and geopolitical alert periods. This list is not an exhaustive list of events and holidays and these events will be staffed as planned within the operating costs of the allotted budget. The maximum budget will be listed below in Section 5 and staffing of various ranks will be considered in the total allotted budget.

FAITH TRADITION	HOLIDAY / HIGH-RISK EVENT	DATE RANGE / SCHEDULE	4-HR BLOCKS (3-YR)
Judaism	Rosh Hashanah, Yom Kippur & Sukkot High Holy Days	September – October (Annual)	36 Blocks (288 Officer Hours)
Judaism	Passover (Pesach), Hanukkah	Dec / March–April	34 Blocks (272

	& Shabbat Vigil Periods	/ Weekly Alerts	Officer Hours)
Islam	Ramadan Daily Evening Taraweeh & Friday Jummah	Feb – April (30 Days Annual) & Friday 1:00 PM	30 Blocks (240 Officer Hours)
Islam	Eid al-Fitr & Eid al-Adha Congregational Gatherings	March/April & May/June (Annual)	24 Blocks (192 Officer Hours)
Christianity (Catholic)	Holy Week, Easter Vigil & Our Lady of Guadalupe / Fiesta	March – April & December / July Novena	30 Blocks (240 Officer Hours)
Christianity	Easter Sunday, Christmas Eve/Day & Watch Night Revivals	March/April, Dec 24-25, Dec 31 (Watch Night)	30 Blocks (240 Officer Hours)
Eastern Orthodox	Orthodox Holy Week, Pascha & Greek Festival Fairs	April – May & August/Septembe r	14 Blocks (112 Officer Hours)
All Faiths / Interfaith	Geopolitical High-Risk Threat Alerts & Community Vigils	Year-Round Threat-Based Deployments	18 Blocks (144 Officer Hours)
TOTAL DEPLOYMENTS	3-Year Visible Security Deterrence Total	October 1, 2026 – September 30, 2029	216 Blocks (1,728 Officer Hours)

3.3 Multidisciplinary Site Walk-Through Assessment Methodology

To ensure that security improvements are comprehensive, tactically sound, and community-oriented, up to 16 participating houses of worship will undergo a Site Walk-Through Security Assessment conducted by a specialized WPD team which may consist of the below. Site selection will be based on participation within the houses of worship listed above in Section 3.1:

• Captain/Lieutenant: Representative from Command Staff. Provides executive police oversight, ensures departmental policy alignment, evaluates neighborhood traffic and patrol zone resource allocation, and formalizes command-level relationships with clergy and board presidents.

• Lieutenant/Sergeant: Representative from the Emergency Response Team (ERT), Command Staff or Support Services Division. Conducts tactical evaluation of physical structures, perimeter security, surveillance sightlines, safe rooms, blast/forced-entry vulnerabilities, and emergency vehicle staging access. Evaluates policies, procedures and any administrative recommendations.

• Sergeant: Representative from the Patrol Division or Support Services Division. Evaluates day-to-day patrol response times, ingress/egress routes, parking lot illumination, alarm panel integration with WPD Dispatch, and operational coordination for beat officers.

• Officer: Representative from the Community Relations Division / Support Services Division. Focuses on congregant engagement, cultural sensitivity, accessibility for seniors/children, and liaison coordination with WPD Police Chaplains.

3.4 Emergency Response Training & Follow-Up Assessment Methodology

Following the multidisciplinary walk-through, WPD will deploy a training team to conduct an intensive Emergency Response Training and Follow-Up Assessment at the houses of worship who would like to participate in Section 3.3. Training modules include: Active Shooter & Threat Recognition and Evacuation, Lockdown & Shelter-in-Place Coordination.

3.5 Three-Year Implementation Timeline & Milestone Plan

The 36-month grant period is structured into three clear implementation phases to ensure manageable administrative oversight and sustained protection across all three years.

PHASE / YEAR	TIME PERIOD	SCHEDULED ACTIVITIES & DEPLOYMENTS
Year 1: Launch & High-Priority Safeguarding	Oct 1, 2026 – Sept 30, 2027	Conduct WPD briefing; complete 8 Site Walk-Throughs; deliver 8 Training sessions; deploy 76 visible security deterrence blocks.
Year 2: Expansion & Secondary Site Assessment	Oct 1, 2027 – Sept 30, 2028	Complete 5 Site Walk-Throughs; deliver 5 Training sessions; deploy 70 visible security deterrence blocks; conduct mid-grant security review with WPD Police Chaplains and religious leaders.
Year 3: Complete Coverage & Sustainability	Oct 1, 2028 – Sept 30, 2029	Complete 3 Site Walk-Throughs; deliver 3 Training sessions; deploy 70 visible security deterrence blocks; conduct final emergency simulation and transition to WPD patrol liaison program.

3-YEAR PROJECT TOTAL	Oct 1, 2026 – Sept 30, 2029	Total execution: 16 Site Walk-Throughs (64 personnel blocks), 16 Training sessions (32 officer blocks), and 216 Visible Deterrence blocks (432 officer blocks = 1,728 hours).

SECTION 4: CAPABILITIES AND COMPETENCIES

4.1 WPD Organizational Capacity & Grant Administration Experience

The Waterbury Police Department (WPD), operating under the municipal authority of the City of Waterbury, Connecticut, is a premier urban law enforcement agency staffed by approximately 305 sworn officers and dedicated civilian support personnel. WPD possesses extensive experience successfully administering federal grant awards from the U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA), and Office of Community Oriented Policing Services (COPS).

On a weekly basis, the Waterbury Police Department conducts a Staff Meeting to include a representative from each unit/division of the department and the Command Staff. This Staff Meeting discusses past, current and future events while also collaborating resources to address trends and concerns within the city. Also on a weekly basis, the Waterbury Police Department conducts a Command Staff Meeting with Division Commanders, Captains and Chiefs to discuss Executive Level Management concerns and reporting. These meetings are essential to administratively and operationally provide our community police services.

The Waterbury Police Department continues to look at innovative ways to work with other agencies, not just law enforcement, in order to get a full picture of criminal activity in order to bolster and combine efforts thereby pooling resources. Members of the Waterbury Police Department value communication and discussing daily operations on a weekly sometimes daily basis to include intelligence sharing. There is daily intelligence meetings led by the Criminal Investigation Bureau along with weekly Regional Intelligence Meetings that are joined by federal, state and local partners.

The Support Services & Community Relations Division is committed to fostering strong, open communication with residents. Officers work closely with the public to address crime, social disorder, and quality-of-life concerns through proactive, community-based problem-solving. The Waterbury Police Department builds strong relationships with residents, businesses, and organizations to enhance safety and foster a sense of community. Through public safety initiatives and collaborative programs, officers and citizens work together to prevent crime and promote engagement. In addition to traditional police work, Community Relations officers collaborate with city departments to resolve everyday issues like motor vehicle complaints, disorderly groups, and blight. The Support Services Division along with the Office of the Chief of Police will operationally oversee the Grant.

The Office of the Quartermaster and Grants Administration operates as a fully civilianized division of the police department, and is a vital resource for most internal functions of the department as a whole. In

particular, this division is a key constituent of the department's administration as the Quartermaster's Office is relied upon to extract and provide information relative to both the fiscal operations of the department's civilian and uniformed personnel. Responsibilities also include preparing requisitions and receiving goods and services that meet the standards outlined by the City of Waterbury for general funds and grant projects.

The division acts as a liaison to various City departments including Purchasing, Budget, Finance, Payroll, Corporation Counsel, Human Resources, and Pension & Benefits. Also, the division Internal Audit on behalf of the police department in regards to day to day operations. The division is currently comprised of an Administrative Officer, who is accountable for day-to-day operations pertaining to administering the annual operating budget, capital budget, and grant compliance—federal financial report, progress reports and performance measures, segregating funds, and preparing electronic draws on grants, while maintaining the highest level of internal controls for accounting functions.

Other staff that assist the division are an Accountant III, who assists the Administrative Officer in processing invoices, receiving on products, processing of overtime and tabulations of outcomes for the grant. Further, the division works with the Programmatic Point of Contact for grants, and will continue to be assisting in various parts of the grant process.

4.2 Dedicated Key Staff & Multidisciplinary Project Team

The S.A.F.E. Waterbury Worship Initiative will be integrated across WPD's command structure, ensuring operational excellence across all three project components:

• Site Assessment Command Staff Representative – Police Captain or Lieutenant: A WPD Command Staff representative will lead each of the 16 multidisciplinary Site Walk-Through Assessments, ensuring that command-level resources and patrol zone adjustments support religious institution safety plans.

• Tactical & Physical Security Specialist – Police Lieutenant or Sergeant (Emergency Response Team / Support Services / Administrative): A Lieutenant and/or Sergeant will evaluate structural security, perimeter defense, surveillance coverage, and tactical response corridors during site walk-throughs. This supervisor will provide policy, procedure and administrative feedback.

• Patrol Coordinator – Police Sergeant (Patrol Division / Support Services): A Sergeant will coordinate beat officers, patrol schedules, dispatch integration, and high-visibility deterrence deployments during services and holidays.

• Community Engagement Specialists – Sworn Officers (Community Relations Division & Support Services): Dedicated Community Relations and/or Support Services officers will facilitate training workshops, coordinate with religious leaders, and manage day-to-day scheduling.

4.3 WPD Police Chaplains & Multi-Faith Community Integration

A cornerstone of WPD's capability is its formalized Police Chaplain Program, which represents Waterbury's diverse faith traditions and serves as the direct bridge for S.A.F.E. Initiative implementation. The WPD Police Chaplains roster includes seven dedicated representatives from various faiths.

These chaplains will participate in site walk-through briefings, review deployment schedules, and assist WPD in tailoring emergency training to the theological and cultural sensitivities of their respective congregations.

SECTION 5: BUDGET NARRATIVE AND JUSTIFICATION

The total budget request for the 36-month S.A.F.E. Waterbury Worship Initiative is $149,932.96, which is below the BJA Category 2 funding ceiling of $150,000. Grant funds are dedicated to sworn law enforcement overtime to directly support visible security deterrence, site assessments, and emergency response training at houses of worship along with Literature & Printouts to be given to each house of worship. Literature and printouts will include contact information to the police department, a summary of training and initiatives discussed. Overtime is calculated in 4-hour minimum blocks per officer based on WPD's current collective bargaining agreement rates: Grade A Officer = $69.08/hr ($276.32 per 4-hr block); Detective $72.88/hr ($291.52 per 4-hr block); Sergeant = $77.57/hr ($310.28 per 4-hr block); Lieutenant = $84.46/hr ($337.84 per 4-hr block); and Captain = $91.84/hr ($367.36 per 4-hr block).

BUDGET CATEGORY & ACTIVITY	PERSONNEL RANK / UNIT	HOURLY OT RATE	UP TO 4-HR BLOCK COST	YR 1 COST ($)	YR 2 COST ($)	YR 3 COST ($)	3-YEAR TOTAL ($)
1. Site Walk-Throughs	Captain (Command Staff)	$91.84	$367.36	$2,938.88	$1,836.80	$1,102.08	$5,877.76
1. Site Walk-Throughs	Lieutenant (ERT / Admin)	$84.46	$337.84	$2,702.72	$1,689.20	$1,013.52	$5,405.44
1. Site Walk-Throughs	Sergeant (Patrol / Support Services)	$77.57	$310.28	$2,482.24	$1,551.40	$930.84	$4,964.48
1. Site Walk-Throughs	Officer (Community / Support Services)	$69.08	$276.32	$2,210.56	$1,381.60	$828.96	$4,421.12
Subtotal: Walk-Throughs	4-Person Team (16 Sites Total)	N/A	$1,291.80/site	$10,334.40	$6,459.00	$3,875.40	$20,668.80
2. Training & Assessments	2 Officers	$69.08 x2	$552.64/site	$4,421.12	$2,763.20	$1,657.92	$8,842.24
2. Printouts & Literature	N/A	N/A	$65.73/ site	$525.84	$328.65	$197.19	$1,051.68
3. Visible Security Deterrence	218 4-Hr Blocks	$69.08 x2	$552.64/block	$42,000.64	$38,684.80	$38,684.80	$119,370.24
TOTAL GRANT REQUEST	All Overtime Categories Combined	N/A	N/A	$57,282.00	$48,235.65	$44,415.31	$149,932.96

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: August 27, 2026

To: Michael DiGiovancarlo
President, Board of Aldermen

Members, Board of Aldermen
Mayor Paul K. Pernerewski, Jr.

From: Michael LeBlanc, Director of Finance MJL

Subject: Revenue Share Agreement for Municipal Virtual Net Metering Offtake between the City and Greenskies Clean Energy LLC (RFP #7999) for a solar project in Manchester

Dear Honorable Members of the Board of Aldermen,

Kindly give favorable consideration by approving the attached Revenue Share Agreement between the City of Waterbury and Greenskies Clean Energy LLC ("Greenskies"). The Revenue Share Agreement constitutes the long-term contract contemplated under the March 13, 2024 Option Agreement between the City and Greenskies under RFP #7999, as amended by the First Amendment dated March 11, 2026. The Option Agreement as amended by the First Amendment authorized the City and Greenskies to work together to develop solar projects in Eversource territory that would be associated with the electricity consumption by the City's Eversource Beneficial Accounts, through Virtual Net Metering ("VNM"), and would receive clean energy incentives under the Eversource Non-Residential Renewable Energy Solutions ("NRES") program.

The Option Agreement as Amended by the First Amendment explicitly contemplated the attached Revenue Share Agreement as the long-term contract between the Parties. While there were originally two separate Manchester projects (Manchester 1 & 2) identified in the Option Agreement as Amended by the First Amendment, and each received a separate NRES program incentive, these two solar arrays in Manchester actually are located next to each other. For simplicity, these projects have been consolidated under a single Revenue Share Agreement, and the financial benefits to the City remain unchanged by this consolidation. The Revenue Share Agreement memorializes the upfront payment to the City of sixty-five dollars and seventy-six cents ($65.76) per kilowatt in direct current (DC) based on the "as-built" system size when the Manchester solar project receives permission to operate from Eversource. That upfront payment is estimated to be $130,000 and will likely be received by the City in early calendar year 2027. The City will also receive a share of the NRES program incentive every year for 20 years based on the electricity production of the Manchester solar project, which is estimated at $50,000 total over 20 years. The total estimated benefit to the City from this Revenue Share Agreement with Greenskies for the Manchester solar project is approximately $180,000 over 20 years.

In the time since execution of the Option Agreement and First Amendment, Greenskies has been developing five solar projects in Eversource territory (in Portland, Woodbury, Manchester, and Marlborough) that will be associated with electricity consumed by the City's Beneficial Accounts through VNM. Together, these five projects are estimated to provide an overall financial benefit to the City of approximately $1 million over twenty years, through a combination of up-front payments to the City from Greenskies, and twenty years of bill credits from Eversource on the City's beneficial electric accounts. Construction of the Manchester solar project is scheduled to begin in Fall 2026.

Attached please find the Revenue Share Agreement between the City of Waterbury and Greenskies along with all relevant materials. One record copy of the contract documents will be submitted to City Clerk, and six copies will be submitted to the Board of Aldermen.

NON-RESIDENTIAL RENEWABLE ENERGY SOLUTIONS (NRES) PROGRAM
MUNICIPAL REVENUE SHARE AGREEMENT

This NRES Municipal Revenue Share Agreement ("Agreement") is made and entered into as of _____2026 ("Effective Date") by and between Greenskies Clean Energy LLC, a Delaware limited liability company ("Developer"), and the City of Waterbury, a Connecticut Municipality with a principal place of business at 235 Grand Street, Waterbury, Connecticut 06702, acting herein by Paul K. Pernerewski, Jr., its Mayor, duly authorized, ("Municipality" or "City"). Developer and Municipality are each sometimes referred to as a "Party" and collectively as the "Parties" in this Agreement.

RECITALS

WHEREAS, the State of Connecticut has enacted a six-year State, Agricultural & Municipal competitive auction program pursuant to Conn. Gen Stat, §§ 16-244u and 16-244z of the General Statues of Connecticut (Conn. Gen. Stat.) referred to as the Non-Residential Renewable Energy Solutions - State, Agricultural, and Municipal Program ("NRES Program");

WHEREAS, Greenskies Clean Energy LLC submitted a proposal to the City in response to RFP No. 7999 (the "RFP") for municipal virtual net metering ("VNM") offtake for participation in the NRES Program, to which the successful proposer shall design, build, operate and maintain one or more solar photovoltaic systems in Eversource electric territory that will provide financial benefit to the City through VNM and the NRES program;

WHEREAS, the Municipality accepted the Greenskies Clean Energy LLC's Response Proposal to the RFP and entered into an Option Agreement with Greenskies Clean Energy LLC dated March 13, 2024, as amended by the First Amendment to Option Agreement dated March 11, 2026; and

WHEREAS, Developer submitted an application into Eversource's ("Electric Distribution Company") Year 3 bid auctions of the NRES Program that commenced on February 1, 2024, and the Buy-All Bid for the Developer's Solar Energy Facility as defined below ("SEF") was selected in Year 3 of the NRES Program; and

WHEREAS, Municipality has one or more Beneficial Accounts (as defined below) and desires Developer to assign one or more of these Beneficial Accounts to Developer's SEF to receive an up-front payment and quarterly payments monetized per Developer's competitive bid and in proportion to the electric generation ("Energy") production of the SEF for twenty (20) years and in accordance with the Buy-All Bid by Developer in the NRES Program.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Municipality hereby agree as follows:

AGREEMENT

1. DEFINTIONS

"Beneficial Account" means the individually numbered accounts (i.e., meters) of Municipality with its Electric Distribution Company eligible to receive quarterly payments associated with the energy produced by the SEFs and shown on a Consolidated Electric Bill of Municipality.

"Business Day" means any day other than Saturday, Sunday, or any other day on which banking institutions in Connecticut required or authorized by applicable federal or state law to be closed for business.

"Buy-All Bid" means a competitive bid by Developer in the NRES Program where Developer's SEF is compensated at a single fixed $/kWh price via a quarterly payment on each of Municipality's Beneficial Accounts. The SEF exports all electricity directly to the grid without supplying power to any on-site load.

"Commercial Operation Date" means the date when the SEF receives approval to energize from the Electric Distribution Company and delivers Energy to the electric grid sustainably.

"Consolidated Electric Bill" means that both the energy supply and delivery charges are included on the same electric bill that the Electric Distribution Company provides to Municipality.

"Energy Capacity" means the maximum quantity of electric energy measured in kilowatt hours (kWh) generated by the SEF and is capable of being delivered to the electric grid as set forth in Table 1.

"Energy Production" means electric energy measured in kilowatt hours (kWh) generated by the SEF and is capable of being delivered to the electric grid and any point in time.

"Energy Usage" the consumption of electric energy measured in kilowatt hours (kWh) by any Beneficial Account of Municipality at any point in time.

"Environmental Attributes" means each of the following that is in effect as of the Effective Date or in the future: (i) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Property is located or in other jurisdictions (collectively, "Allowances") attributable to the ownership or operation of the SEF or the production or sale of Energy, (ii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy or Energy Credits during the Term and in which Developer has good and valid title, including any credits to be evidence by Solar Renewable Energy

Certificates or similar laws or regulations applicable in any jurisdiction, (iii) any such Allowances related to (A) oxides of nitrogen, sulfur, or carbon, (B) particulate matter, soot, or mercury, or (C) the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or involving or administered by the CAMD, and (iv) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise. Environmental Attributes shall also include Tax Benefits.

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, Force Majeure Event may include, without limitation, the following acts or events: (a) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (b) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (c) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic, supply chain disruptions, terrorist acts, or rebellion; (d) strikes or labor disputes; (e) action by a Governmental Authority, including a moratorium on any activities related to this Agreement; (f) the impossibility for one of the Parties, despite its best efforts, in a timely manner, to obtain any governmental approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay or inability to obtain such governmental approval is not attributable in any manner to the affected Party and that such Party has exercised its best efforts to obtain such permit; (g) material changes in costs of services, materials, labor or equipment; or (h) changes in tax laws or laws relating to Developer's Tax Attributes. Force Majeure Event does not include: (i) equipment failure (unless resulting from a Force Majeure Event); (ii) acts or omissions of Developer's subcontractors or agents, except to the extent that such acts or omissions arise from a Force Majeure Event; or (iii) the lack or variation of Solar Insolation (other than as a result of acts or omissions of the owner of the SEF, their contractors or invitees.

"Prudent Industry Practices" means the practices, methods and acts engaged in or approved by a significant portion of the solar energy industry that at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable law, reliability, safety, environmental protection, economy and expedition.

"Solar Energy Facilities" or "SEF" means the integrated assembly of photovoltaic panels or fuel cells, mounting assemblies, inverters, converters, integrators, meters, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices, and wiring installed at the remote property, including the interconnection equipment, for the installation of the clean energy generating system and interconnected to the electric grid of the Electric Distribution Company.

2. UP-FRONT PAYMENT, QUARTERLY PAYMENT, TERM

2.1 Up-front Payment. Developer shall pay Municipality sixty-five dollars and seventy-six cents ($65.76) per kilowatt in direct current (DC) based on the as-built system size within ten (10) business days of Developer's SEF receipt of permission to operate from the Electric Distribution Company.

2.2 Quarterly Payment Split. Developer shall assign to Municipality and Municipality shall be entitled to payments by the Developer outlined in Exhibit C of this Agreement.

2.3 Beneficial Accounts. Developer shall identify the Energy Usage of Municipality's Beneficial Accounts to be applied to one or more of Developer's SEFs as shown in the attached Table 1. Once per year, the Municipality may reallocate credits or fully terminate Beneficial Accounts from this Agreement upon sixty (60) days' notice and in writing to Developer. Municipality is responsible for the Utility service charge for each change. If Municipality terminates a Beneficial Account or multiple Beneficial Accounts, Municipality must replace the Beneficial Accounts with kilowatt hours equal to or greater than the Beneficial Accounts they are terminating, Municipality recognizes that its physical power procurement options for the Beneficial Accounts will not be affected by this Agreement in any way. Municipality shall be responsible for maintaining all Electric Distribution Company or third-party supplier generation charges, applicable taxes, penalties, or similar charges assessed by the Electric Distribution Company for power supply, transmission and distribution services, and other services necessary to meet the full energy requirements of Municipality. Municipality shall also be responsible to pay any and all charges assessed by its Electric Distribution Company including any third-party supplier generation charges billed by the Electric Distribution Company or third-party supplier.

2.4 No Guarantees of Energy Production or Energy Usage. Developer shall not be required nor is guaranteeing to cause the SEFs to produce a minimum or maximum amount of Energy Production and quarterly payments. Likewise, Municipality is not required nor is guaranteeing Energy Usage by its Beneficial Accounts.

2.5 Changes in Law. The Parties acknowledge and agree that Municipalities share of the quarterly payments is based on assumptions related to the availability to Developer of the Environmental Incentives. In the event of the elimination or alteration of one or more Environmental Incentives or any other change in the law that results in a material adverse economic impact on Developer or Municipality with respect to this Agreement, the Parties shall work in good faith to amend this Agreement within thirty (30) Business Days after such elimination or alteration as may be reasonably necessary to restore the allocation of economic benefits and burdens contemplated hereunder by the Parties. If the Parties cannot reach an agreement, then both Parties agree to work in good faith through arbitration as determined by Connecticut State law.

2.6 Contract Term. The term of this Agreement shall be for a period of twenty (20) years commencing on the Commercial Operation Date of each of Developer's SEFs. It is not expected that each SEF will achieve Commercial Operation on the same date.

2.7 Early Termination.

2.7.1 Developer shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days prior written notice to Municipality if, despite Developer's commercially reasonable efforts (i) Developer is unable to obtain financing for the construction of the SEF; or (ii) Developer is unable to secure permits, authorizations, or approvals; or (iii) Developer reasonably determines that prevailing conditions would make performance of this Agreement uneconomic.

2.7.2 Municipality shall have the right to terminate this Agreement by a notice in writing to Developer if Developer has not completed the Project within two (2) years of the execution date of this Agreement, subject to reasonable extension in the event an authority having jurisdiction has withheld issuance of any permit reasonably likely to be issued upon cure of ministerial defect.

2.8 Attributes and Energy Capacity. Developer shall have all rights, titles, and interest in and to all Environmental Attributes, Energy, Capacity, and any other attributes related to the Energy production of Developer's SEFs as recognized by ISO-NE or the Electric Distribution Utility.

3. BENEFICIAL ACCOUNTS.

3.1 Developer shall maintain exclusive rights to Municipality's Beneficial Accounts shown in Table 1 for the purposes of applying to Developer's SEFs. Developer's exclusive rights to Municipality's Beneficial Accounts shall exist through the sixth Auction of the NRES Program (expected to take place in January 2027). Municipality shall not allocate any Beneficial Accounts listed in Table 1 to other NRES Program participants, solar developers, or renewable energy projects without prior approval by Developer.

3.2 Municipality is required to keep Beneficial Accounts shown in Table 1 open and in good standing at all times during the term of the Agreement. Municipality shall provide immediate written notice to Developer if any Beneficial Accounts are closed or fall out of good standing. If Municipality closes any Beneficial Accounts shown in Table 1, Municipality shall (i) designate replacement Beneficial Accounts and immediately provide Developer with replacement Beneficial Accounts information; or (ii) designate a replacement Municipality pursuant to Section 14.1; or (ii) allow Developer to designate a replacement Municipality.

4. SOLAR ENERGY FACILITIES.

4.1 Installation, Operation, Ownership, and Maintenance of the SEFs. Developer shall be responsible for the design, construction, installation, operation, ownership, inspection, maintenance, decommissioning, and removal of the SEFs in a manner consistent with Prudent Industry Practices. If the Energy Production from any of the SEFs is interrupted as a result of malfunction or other shutdowns, Developer shall use commercially reasonable efforts to remedy such interruption promptly. Developer shall comply with all applicable laws and regulations relating to the operation of the SEFs and the Energy Production and associated quarterly payments for each of Municipality's Beneficial Accounts and in obtaining any relevant approvals and permits, other than approvals and/or permits that, by their nature, can only be obtained by Municipality or with Municipality's assistance.

4.2 Commercial Operation Date. Developer shall deliver written notice to Municipality of the occurrence of the Commercial Operation Date for each SEF as each SEF achieves Commercial Operation.

4.3 Taxes. Developer is solely responsible for all income, gross receipts, ad valorem, personal property, or other similar taxes and any franchise fees or fees relating to Developer's ownership of the SEFs. Municipality shall have no responsibility or obligation for any taxes in connection with Developer's SEFs.

4.4 Notice of Damage. Developer shall promptly notify Municipality in writing of any physical conditions or other circumstances of which Developer becomes aware that indicate there has been or might be damage to or loss of the use of the SEFs or that could be expected to affect the SEFs adversely.

5. SOLAR ENERGY FACILITIES - CASUALTY.

5.1 Total Loss. Upon the total damage, destruction, or loss of one or any of the SEFs, or, in the reasonable opinion of Developer's insurance or Developer, an SEF is determined to have experienced a constructive total loss, Developer shall have the option, in its sole discretion, to repair or replace the SEF or terminate any portion of this Agreement pertaining to that SEF.

5.2 Notice. Developer shall notify Municipality in writing of its election within thirty (30) days after the date of the damage to the SEF.

5.3 Developer shall under all circumstances be entitled to all insurance proceeds with respect to the SEF. If Developer elects to repair or replace the SEF, Developer shall undertake such repair or replacement as quickly as practicable. If Developer elects to terminate this Agreement in connection with one or any of the SEFs, the termination shall be effective immediately upon delivery of the notice to Municipality for the subject SEFs.

6. FORCE MAJEURE.

6.1 Force Majeure. To the extent either Party is prevented by an event of Force Majeure from performing its obligations under this Agreement, such Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments when due). The Party claiming Force Majeure shall use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts, or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-claiming Party shall not be required to perform its obligations to the claiming Party corresponding to the obligations of the claiming Party excused by Force Majeure during the pendency of the Force Majeure.

6.2 Notice. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the event of Force Majeure shall immediately notify the other Party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay

or interruption in performance; provided that a Party's failure to give timely notice shall act as a full waiver of such Party's ability to assert Force Majeure.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Representations and Warranties of Municipality. Municipality represents and warrants to Developer that:

7.1.1 Municipality has the requisite legal authority and capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy Production, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Municipality;

7.1.2 This Agreement constitutes Municipality's legal, valid, and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.1.3 No suit, action, or arbitration, or legal administrative or other proceeding is pending or has been threatened against Municipality that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Municipality to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Municipality;

7.2 Representations and Warranties of Developer. Developer represents and warrants to Municipality that:

7.2.1 Developer has the requisite corporate, partnership or limited liability Developer capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy Production, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Developer;

7.2.2 This Agreement constitutes Developer's legal, valid, and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.2.3 No suit, action, or arbitration, or legal administrative or other proceeding is pending or has been threatened against Developer that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Developer to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Developer; and

7.2.4 Neither the SEFs nor any of Developer's services provided to Municipality pursuant to this Agreement infringes on any third party's intellectual property or other proprietary rights.

8. DEFAULTS & REMEDIES.

8.1 Developer Event of Default. Each of the following events shall constitute a "Developer Event of Default." A Developer Event of Default may be either a Payment Default or a Non-Payment Default. A "Payment Default" is failing to make timely payments required herein.

8.1.1 Developer shall be in default in any payments, or any sums due under this Agreement, if the Developer fails to make a payment for a period of thirty (30) days after the same is due; or

8.1.2 Developer breaches any other material term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Municipality's notice of such breach. Developer has failed to cure the breach within such thirty (30) day period, or (ii) if Developer has diligently commenced work to cure such breach during such thirty (30) day period, but such breach is not capable of cure within such period. Developer has failed to cure the breach within a further one hundred fifty (150) day period (such aggregate period not to exceed one hundred eighty (180) days from the date of Municipality's notice); or

8.1.3 (i) Developer commences a voluntary case under any bankruptcy law; (ii) Developer fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Developer in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Developer remains un-dismissed or undischarged for a period of sixty (60) days.

8.2 Municipality's Remedies. If a Developer Event of Default has occurred and is continuing, then Municipality at its option, and subject to a Financing Party's rights under Section 8.2.3, may terminate this Agreement by written notice to Developer following the expiration of the applicable cure period and upon such termination, the Developer shall quit and surrender its right to the use or otherwise encumber the Municipality's Beneficial Accounts in Table 1, but such termination shall not affect the Municipality's right to recover damages, or exercise any other rights as hereinafter provided, or any other remedy it may have at law or equity.

8.2.1 Upon the termination of this Agreement under Section 8.2, the City shall forthwith be entitled to recover from the Developer all damages sustained by the City as a result of the Developer's default.

8.2.2 A waiver by the City of any breach by the Developer of any of the terms,

covenants, conditions and agreements of this Agreement shall be limited to the particular instance and shall not operate to be deemed to be a waiver of any future breaches of said terms, covenants, conditions, and agreements of this Agreement; and the failure of the City to enforce any agreement, condition, covenant or term, by reason of its breach by the Developer after notice had, shall not be deemed to void or affect the right of the City to enforce the same agreement, condition, covenant or term on the occasion of such subsequent breach or default.

8.2.3 Financing Party Rights.

(a) Before the City exercises any rights or remedies against the Developer as a result of a Developer Default, the City shall give the Developer and each Financing Party (1) thirty (30) days' notice of and the opportunity to cure any Developer Payment Default, (2) sixty (60) days' notice of and the opportunity to cure any Developer Non-payment Default, and (3) a reasonable further opportunity to cure a Developer Non-payment Default, in which case the Developer, or the Financing Party on the Developer's behalf, shall notify the City of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the 60-day period, weather permitting.

(b) The Developer and any Financing Party may cure any Payment Default by paying all then overdue payments in full together with interest thereon at the rate of one and one-half percent (1 ½%) per month.

8.3 Municipality Event of Default. Each of the following events shall constitute a "Municipality Event of Default":

8.3.1 (i) Municipality commences a voluntary case under any bankruptcy law; (ii) Municipality fails to controvert in a timely and appropriate manner or acquiesces in writing to any petition filed against Municipality in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Municipality remains un-dismissed or undischarged for a period of ninety (90) days; or

8.3.2 Municipality refuses to execute any document required for Developer to obtain any Environmental Attributes, Energy Capacity, or other incentives related to the SEFs; or

8.3.3 Municipality breaches any other material term of this Agreement and such breach remains uncured for ninety (90) days following notice of such breach to Municipality.

8.4 Developer's Remedies. If Municipality Event of Default has occurred and is continuing, then Developer may terminate this Agreement by written notice to Municipality following the expiration of the applicable cure period. Developer may also exercise any other remedy it may have at law or equity, including recovering from Municipality all resulting damages, which damages shall include, but not be limited to, projected SQP Price for the SEF's quarterly payments estimated to be produced by the SEF for the remainder of the Contract Term; any loss or damage to Developer due to lost or recaptured Environmental Attributes, Energy Capacity, or incentives, including, without limitation, lost revenue from the sale of Environmental Attributes and Energy Capacity to third parties (including any damages due to the early termination of any agreement for such sale), and the recapture of the investment tax credit under Section 48 of the Internal Revenue

Code, the grant in lieu of taxes.

9. FINANCING ACCOMMODATIONS.

9.1 Municipality Acknowledgement. Municipality acknowledges that Developer may finance or sell the SEFs and that Developer's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security interest in the SEFs. In order to facilitate such financing, and with respect to any financing Developer of which Developer has notified Municipality in writing (each, a "Financing Party"). Municipality agrees as follows:

9.1.1 Developer's Finance, NRES Program, and Other Contingencies. This Agreement is contingent upon Developer obtaining financing satisfactory to it for the purchase and construction of each of the SEFs, each of the SEFs being accepted into the NRES Program of the Electric Distribution Company, each of the SEFs being successfully interconnected to the electric grid of the Electric Distribution Company, and each of the SEFs receiving all required permits and approvals from local, state, and federal regulatory and other governmental agencies.

9.1.2 Consent to Collateral Assignment. Developer shall have the right to assign this Agreement as collateral for financing or refinancing or selling of each of the SEFs, and Municipality hereby consents to the collateral assignment by Developer to any Financing Party of Developer's right, title, and interest in and to this Agreement.

9.1.3 Ownership of the SEFs. Municipality acknowledges that Developer is the legal and beneficial owner of the SEFs at all times, and the SEFs shall remain the personal property of Developer and shall not attach to or be deemed a part of, or fixture to the premises. The SEFs shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

9.1.4 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Developer, any and all rights and remedies of Developer under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties with respect to this Agreement and the SEFs.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Developer hereunder or cause to be cured any default or event of default of Developer in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Developer (unless Financing Party has succeeded in Developer's interests) to perform any act, duty, or obligation of Developer, but Municipality hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the

SFs, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Developer to Financing Party, Financing Party shall give notice to Municipality of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Developer Event of Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Developer under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Municipality shall enter into a new Agreement with Financing Party or its assignee on the same terms as this Agreement.

9.1.5 Financing Party Cure Rights. Municipality shall not exercise any right to terminate or suspend this Agreement unless Municipality has given prior written notice to each Financing Party of which Municipality has notice. Municipality's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party shall have the cure periods described in Section 8.2.3 for Payment Defaults and Non-payment Defaults. Municipality's and Developer's obligations under this Agreement shall otherwise remain in effect, and Municipality and Developer shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

9.1.6 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Developer's assets and cures all defaults existing as of the date of such change in title or control, this Agreement shall continue in full force and effect.

9.2 Notice of Defaults and Events of Default. Municipality agrees to deliver to each Financing Party a copy of all notices that Municipality delivers to Developer pursuant to this Agreement.

10. NOTICES.

Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier and shall be deemed effective upon receipt.

To Developer:

Greenskies Clean Energy LLC
127 Washington Ave
West Building, Lower Level
North Haven, CT 06473
Attention: Vijay Singh, CEO

Also, to:

Greenskies Clean Energy LLC
127 Washington Ave
West Building, Lower Level
North Haven, CT 06473
Attention: Legal Department
Legal@Greenskies.com

To Municipality:

City of Waterbury
Department of Finance
City Hall Building
235 Grand Street, 2nd Floor
Waterbury, CT 06702
Attention: Director of Finance

Also, to:

Waterbury Development Corporation
83 Bank Street, Third Floor
Waterbury, CT 06702
Attention: Chief Executive Officer

City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building – 3rd Floor
235 Grand Street
Waterbury, CT 06702
Attention: Corporation Counsel

11. DISPUTE RESOLUTION.

11.1 Resolution by the Parties. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. In the event that the Parties are unable to reach agreement within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may refer the matter to legal proceedings in accordance with Section 12.

12. GOVERNING LAW; VENUE.

12.1 Choice of Law. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut, without regard to

choice or conflict of laws principles that would cause the application of any other laws.

12.2 Choice of Forum. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute) and not elsewhere.

13. INDEMNIFICATION.

13.1 The Developer shall indemnify, defend, and hold harmless the City, the City's boards, Waterbury Development Corporation, their respective agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses, including attorney's fees, arising out of or resulting from this Agreement and the development, operation, maintenance, and/or decommissioning of the SEFs, provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Developer, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Developer's duties hereunder; or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

13.2 In the event this Agreement and/or the Developer's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Developer shall indemnify, defend and hold harmless the City, Waterbury Development Corporation, their respective agents, officials and employees from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by the Developer, or its subcontractor, omission or commission.

13.3 In any and all claims against the City or any of its boards, agents, employees or officers by any employee of the Developer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Sections 13.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

13.5 Royalties and Patents. The Developer shall, for the term of this Agreement, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Developer's own expense any and all suits for infringement or alleged

infringement of such patents, and in the event of adverse award under patent suits, the Developer shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Developer and as to any award made thereunder.

13.6 Developer further agrees to indemnify the City against any claims related to: (a) any infringement of patents or the improper use of other proprietary rights or intellectual property by Developer or its employees or representatives that may occur in connection with the performance of the Installation Work, Solar Operations, the provision of Solar Output or the ownership and use of the SEF; (b) Developer's breach or violation of Applicable Law; (c) acts or omissions of Developer's that cause a breach of the Interconnection Agreement; (d) third party claims arising from the failure to construct or install the SEF in accordance with the requirements of applicable law; or (e) any claim arising pursuant to any Environmental Law based on, arising out of or otherwise relating to: (i) the presence or installation, removal or operation of the SEF, (ii) the remediation, presence or release of, or exposure to, Hazardous Materials brought to the premises where SEF is built by Developer or its employees, representatives agents or contractors or generated or otherwise created in connection with the work or the SEF, or (iii) any violations of any Environmental Law by Developer or its employees, representatives, agents or contractors.

13.6 The City of Waterbury shall bear no liability for any damage done to the SEF by any third parties.

13.7 Upon written request by the City of Waterbury, Developer shall defend and provide legal representation to the City of Waterbury with respect to any of the matters referenced above. Notwithstanding the foregoing, the City of Waterbury may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of the City of Waterbury, its attorneys shall control the resolution of such matters. Upon demand, Developer shall pay or, in the sole and absolute discretion of the City of Waterbury, reimburse, the City of Waterbury for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

14. INSURANCE

14.1 General terms. During the Contract Term, at no additional cost to the City, the Developer shall maintain in force at all times during the term of the Agreement the following minimum coverages and shall name the City and the Waterbury Development Corporation as Additional Insureds on a primary and non-contributory basis to all policies, except Workers Compensation and Professional Liability. All policies shall also include a Waiver of Subrogation except Builders Risk and Professional Liability. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A" VIII. In addition, all Carriers are subject to approval by the City.

		(Minimum Limits)
General Liability:	Each Occurrence	$10,000,000
	General Aggregate	$10,000,000
	Products/Completed Operations Aggregate	$10,000,000

14.2 If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the termination date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting periods for claims for the policy in effect during the Agreement for two (2) years from the termination date.

14.3 The Developer shall submit to the City of Waterbury an original, completed Certificate of Insurance prior to the Effective Date. The Developer agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of policies. Should any of the above-described policies be cancelled, limits reduced or coverage altered before the expiration date, written notice must be given to the City 30-days prior to any such cancellation, reduction or alteration.

15. ASSIGNMENTS

15.1 Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.

15.2 The foregoing notwithstanding, the Developer may assign this Agreement and its rights hereunder,

(a) in the Developer's sole discretion,

(i) subject to the City's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed to any entity in which the Developer, or an affiliate thereof, has an interest;

(ii) to any entity as security for or in connection with a financing or other financial arrangement related to the Systems, as set forth in Section 14; and,

(b) subject to the City's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed, to any other person or entity who assumes all of the Developer's rights and obligations hereunder, provided however that the effectiveness of any such assignment shall be conditioned on the Developer not being then in Default.

15.2.1 Prior to any assignment pursuant to this Section 15.2, the Developer shall provide to the City current information regarding the Developer's and all Financing Parties' addresses.

15.2.2 If Developer wishes at any time to enter into an agreement to transfer its Developer business and/or property rights to another party, Developer shall include the "re-assignment" and obligations of this Agreement with Municipality in any business transfer or sale agreement. Any purported assignment or transfer of or concerning this Agreement in violation of

this Agreement's terms is void.

15.3 The foregoing notwithstanding, the Municipality may assign this Agreement and its rights hereunder to another distressed municipality (as set forth on the Connecticut Distressed Municipalities List) of comparable kWh size upon prior written consent of Developer, not to be unreasonably withheld. Any such assignment shall be documented in writing and signed by City and the assignee.

15.4 Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that liability is assumed by the assignee. After assignment, the term "Developer" in this Agreement shall refer to the entity that was assigned the rights and obligations of the Developer hereunder, and the term "City" or "Municipality" shall refer to the entity that was assigned the rights and obligations of the Municipality hereunder.

16. MISCELLANEOUS.

16.1 Board Approvals. This Agreement is conditioned upon the approval of all required boards and/or commissions of the City.

16.2 Entire Agreement. This Agreement represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

16.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Developer and Municipality.

16.4 No Employment Status. Developer and Developer's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Municipality. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

16.5 No Association, Joint Venture, Trust, or Partnership. Nothing contained in this Option Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties to this Option Agreement.

16.6 Compliance with Laws. Developer shall comply with all applicable laws, ordinances and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work contemplated hereunder.

16.7 Headings: Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any exhibits referenced within and attached to this Agreement, including any attachments to the exhibits, shall be a part of this Agreement and are incorporated by reference herein.

16.8 Remedies Cumulative. No remedy herein conferred upon or reserved to any Party

shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statute.

16.9 Waiver. The failure of either Party to insist upon the performance of any of the terms and conditions of this Agreement or waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

16.10 Severability. If any part, term, or provisions of this Agreement is determined by an arbitrator or court of competent authority to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement that was invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to achieve the intent of the Parties most closely and in the manner closest to the stricken provision.

16.11 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Developer to dedicate the SEFs to public use or subject itself to regulation as a "public utility" (as such term may be defined under any applicable law).

16.12 Forward Contract. The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code.

16.13 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute the same agreement. Facsimile or portable document format ("PDF") or scanned signatures shall have the same effect as original (wet) signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

16.14 Non-discrimination. Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16.15 Audit. Municipality shall upon prior written notice to Developer have access to any books, documents, papers and records of Developer or any successor thereto which are directly pertinent to this Agreement for the purpose of making audit examination.

16.16 Further Assurances.

16.16.1 Additional Documents. Upon the receipt of a written request from the

other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are necessary and desirable to conduct the Parties' intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section.

16.16.2 Certificates. From time to time, Municipality shall provide within thirty (30) Business Days after receipt of a written request from Developer an estoppel certificate attesting, to the knowledge of Municipality, of Developer's compliance with the terms of this Agreement or detailing any known issues of noncompliance, and making such other representations, warranties, and accommodations requested by the recipient.

16.17 Connecticut Freedom of Information Act. Municipality is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, this Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information, falling within one of the exemptions in Conn. Gen. Stat. § 1- 210(b) and § 16-245n(d).

16.18 Calculating Time. In the event any time period or due date set forth in this Option Agreement would otherwise fall on a Saturday, Sunday or holiday, such time period shall be automatically extended to the next business day.

17. CITY CODE OF ORDINANCES, ETHICS AND CONFLICT OF INTEREST CODE, PROVISIONS.

The Developer (which shall be a "Person" as the term is defined in Section 38 of the City's Code of Ordinances) shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc., whether or not they are expressly stated in this Agreement, including but not limited to the following:

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

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

pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

17.6 It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 16.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 16.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

17.7 The Developer hereby expressly represents that it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 18(g) shall be deemed a material breach of this Agreement and shall be a violation of the City's Code of Ordinances. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 18(a-g).

17.8 The Developer is hereby charged with the requirement that they shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all

relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Procurement and Contractual Agreements", and Chapter 40 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

17.9 The Developer hereby acknowledges receipt of a copy of the Chapters 38 and 40 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 40 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing Department web site: www.waterbury-ct.gov/content/609/930/933.aspx [see two (2) links titled "procurement ordinance" and "ethics ordinance"].

17.10 The Developer is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

17.11 Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 40 of the Code of Ordinances.

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

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the above Effective Date.

Signed in the presence of:

City of Waterbury

_____

By:_____
Paul K. Pernerewski, Jr., Its Mayor
Duly Authorized

_____

Date: _____

Signed in the presence of:

Greenskies Clean Energy LLC

_____

By:_____
Vijay Singh, Its Chief Executive Officer
Duly Authorized

_____

Date: _____

Table 1

Developer SEFs and Municipality Beneficial Accounts

Reference Number	Account Number	Total kWhs
615814002	51210653044	7,277,871

EXHIBIT A to Table 1

SOLAR ENERGY FACILITIES

Lake Street, Manchester CT

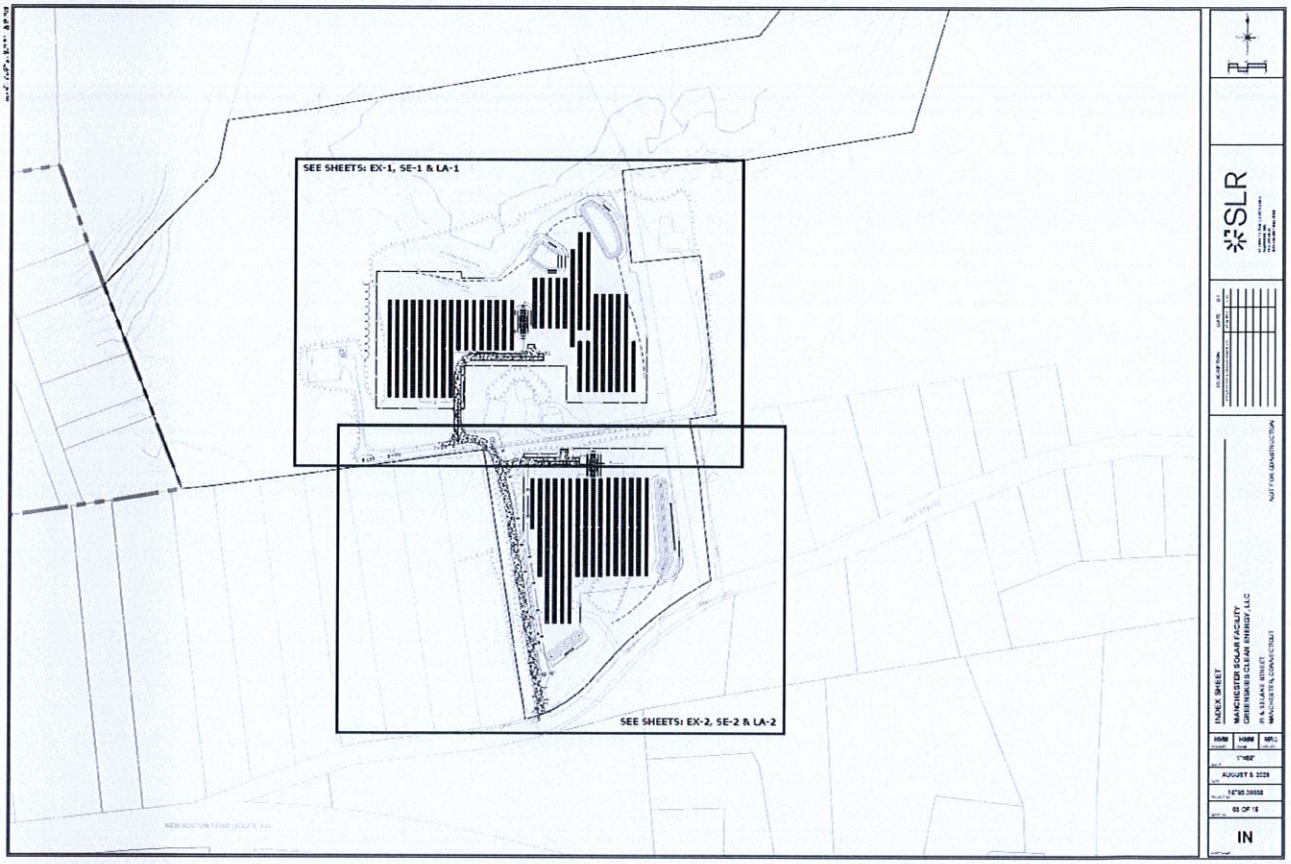


EXHIBIT B to Table 1

PROPERTY

Manchester Solar: Lake Street, Manchester CT

EXHIBIT C

SEF Payment Table

Lake Street	
Project KWhs	Waterbury Revenue Share ($/kWh)
1,812,079.00	$ 0.0010

OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Date: August 27, 2026

To: Michael DiGiovancarlo
President, Board of Aldermen

Members, Board of Aldermen

Mayor Paul K. Pernerewski, Jr.

From: Michael LeBlanc, Director of Finance MJL

Subject: Revenue Share Agreement for Municipal Virtual Net Metering Offtake between the City and Greenskies Clean Energy LLC (RFP #7999) for a solar project in Woodbury

Dear Honorable Members of the Board of Aldermen,

Kindly give favorable consideration by approving the attached Revenue Share Agreement between the City of Waterbury and Greenskies Clean Energy LLC ("Greenskies").

The Revenue Share Agreement constitutes the long-term contract contemplated under the March 13, 2024 Option Agreement between the City and Greenskies under RFP #7999, as amended by the First Amendment dated March 11, 2026. The Option Agreement as amended by the First Amendment authorized the City and Greenskies to work together to develop solar projects in Eversource territory that would be associated with the electricity consumption by the City's Eversource Beneficial Accounts, through Virtual Net Metering ("VNM"), and would receive clean energy incentives under the Eversource Non-Residential Renewable Energy Solutions ("NRES") program.

The Option Agreement as Amended by the First Amendment explicitly contemplated the attached Revenue Share Agreement as the long-term contract between the Parties. The Revenue Share Agreement memorializes the upfront payment to the City of thirty-six dollars ($36.00) per kilowatt in direct current (DC) based on the "as-built" system size when the Woodbury solar project receives permission to operate from Eversource. That upfront payment is estimated to be $162,500 and is currently on schedule to be received by the City before the end of calendar year 2026. The City will also receive a share of the NRES program incentive every year for 20 years based on the electricity production of the Woodbury solar project, which is estimated at $100,000 total over 20 years. The total estimated benefit to the City from this Revenue Share Agreement with Greenskies for the Woodbury solar project is approximately $262,500 over 20 years.

In the time since execution of the Option Agreement and First Amendment, Greenskies has been developing five solar projects in Eversource territory (in Portland, Woodbury, Manchester, and Marlborough) that will be associated with electricity consumed by the City's Beneficial Accounts through VNM. Together, these five projects are estimated to provide an overall financial benefit to the City of approximately $1 million over twenty years, through a combination of up-front payments to the City from Greenskies, and twenty

years of monthly bill credits from Eversource on the City's beneficial electric accounts. Construction of the Woodbury solar project is currently in progress.

Attached please find the Revenue Share Agreement between the City of Waterbury and Greenskies along with all relevant materials. One record copy of the contract documents will be submitted to City Clerk, and six copies will be submitted to the Board of Aldermen.

NON-RESIDENTIAL RENEWABLE ENERGY SOLUTIONS (NRES) PROGRAM
MUNICIPAL REVENUE SHARE AGREEMENT

This NRES Municipal Revenue Share Agreement ("Agreement") is made and entered into as of _____ 2026 ("Effective Date") by and between Greenskies Clean Energy LLC, a Delaware limited liability company ("Developer"), and the City of Waterbury, a Connecticut Municipality with a principal place of business at 235 Grand Street, Waterbury, Connecticut 06702, acting herein by Paul K. Pernerewski, Jr., its Mayor, duly authorized, ("Municipality" or "City"). Developer and Municipality are each sometimes referred to as a "Party" and collectively as the "Parties" in this Agreement.

RECITALS

WHEREAS, the State of Connecticut has enacted a six-year State, Agricultural & Municipal competitive auction program pursuant to Conn. Gen Stat, §§ 16-244u and 16-244z of the General Statues of Connecticut (Conn. Gen. Stat.) referred to as the Non-Residential Renewable Energy Solutions - State, Agricultural, and Municipal Program ("NRES Program");

WHEREAS, Greenskies Clean Energy LLC submitted a proposal to the City in response to RFP No. 7999 (the "RFP") for municipal virtual net metering ("VNM") offtake for participation in the NRES Program, to which the successful proposer shall design, build, operate and maintain one or more solar photovoltaic systems in Eversource electric territory that will provide financial benefit to the City through VNM and the NRES program;

WHEREAS, the Municipality accepted the Greenskies Clean Energy LLC's Response Proposal to the RFP and entered into an Option Agreement with Greenskies Clean Energy LLC dated March 13, 2024, as amended by the First Amendment to Option Agreement dated March 11, 2026; and

WHEREAS, Developer submitted an application into Eversource's ("Electric Distribution Company") Year 3 bid auctions of the NRES Program that commenced on February 1, 2024, and the Buy-All Bid for the Developer's Solar Energy Facility as defined below ("SEF") was selected in Year 3 of the NRES Program; and

WHEREAS, Municipality has one or more Beneficial Accounts (as defined below) and desires Developer to assign one or more of these Beneficial Accounts to Developer's SEF to receive an up-front payment and quarterly payments monetized per Developer's competitive bid and in proportion to the electric generation ("Energy") production of the SEF for twenty (20) years and in accordance with the Buy-All Bid by Developer in the NRES Program.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Municipality hereby agree as follows:

AGREEMENT

1. DEFINTIONS

"Beneficial Account" means the individually numbered accounts (i.e., meters) of Municipality with its Electric Distribution Company eligible to receive quarterly payments associated with the energy produced by the SEFs and shown on a Consolidated Electric Bill of Municipality.

"Business Day" means any day other than Saturday, Sunday, or any other day on which banking institutions in Connecticut required or authorized by applicable federal or state law to be closed for business.

"Buy-All Bid" means a competitive bid by Developer in the NRES Program where Developer's SEF is compensated at a single fixed $/kWh price via a quarterly payment on each of Municipality's Beneficial Accounts. The SEF exports all electricity directly to the grid without supplying power to any on-site load.

"Commercial Operation Date" means the date when the SEF receives approval to energize from the Electric Distribution Company and delivers Energy to the electric grid sustainably.

"Consolidated Electric Bill" means that both the energy supply and delivery charges are included on the same electric bill that the Electric Distribution Company provides to Municipality.

"Energy Capacity" means the maximum quantity of electric energy measured in kilowatt hours (kWh) generated by the SEF and is capable of being delivered to the electric grid as set forth in Table 1.

"Energy Production" means electric energy measured in kilowatt hours (kWh) generated by the SEF and is capable of being delivered to the electric grid and any point in time.

"Energy Usage" the consumption of electric energy measured in kilowatt hours (kWh) by any Beneficial Account of Municipality at any point in time.

"Environmental Attributes" means each of the following that is in effect as of the Effective Date or in the future: (i) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Property is located or in other jurisdictions (collectively, "Allowances") attributable to the ownership or operation of the SEF or the production or sale of Energy, (ii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy or Energy Credits during the Term and in which Developer has good and valid title, including any credits to be evidence by Solar Renewable Energy

Certificates or similar laws or regulations applicable in any jurisdiction, (iii) any such Allowances related to (A) oxides of nitrogen, sulfur, or carbon, (B) particulate matter, soot, or mercury, or (C) the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or involving or administered by the CAMD, and (iv) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise. Environmental Attributes shall also include Tax Benefits.

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, Force Majeure Event may include, without limitation, the following acts or events: (a) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (b) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (c) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic, supply chain disruptions, terrorist acts, or rebellion; (d) strikes or labor disputes; (e) action by a Governmental Authority, including a moratorium on any activities related to this Agreement; (f) the impossibility for one of the Parties, despite its best efforts, in a timely manner, to obtain any governmental approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay or inability to obtain such governmental approval is not attributable in any manner to the affected Party and that such Party has exercised its best efforts to obtain such permit; (g) material changes in costs of services, materials, labor or equipment; or (h) changes in tax laws or laws relating to Developer's Tax Attributes. Force Majeure Event does not include: (i) equipment failure (unless resulting from a Force Majeure Event); (ii) acts or omissions of Developer's subcontractors or agents, except to the extent that such acts or omissions arise from a Force Majeure Event; or (iii) the lack or variation of Solar Insolation (other than as a result of acts or omissions of the owner of the SEF, their contractors or invitees.

"Prudent Industry Practices" means the practices, methods and acts engaged in or approved by a significant portion of the solar energy industry that at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable law, reliability, safety, environmental protection, economy and expedition.

"Solar Energy Facilities" or "SEF" means the integrated assembly of photovoltaic panels or fuel cells, mounting assemblies, inverters, converters, integrators, meters, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices, and wiring installed at the remote property, including the interconnection equipment, for the installation of the clean energy generating system and interconnected to the electric grid of the Electric Distribution Company.

2. UP-FRONT PAYMENT, QUARTERLY PAYMENT, TERM

2.1 Up-front Payment. Developer shall pay Municipality thirty six dollars ($36.00) per kilowatt in direct current (DC) based on the as-built system size within ten (10) business days of Developer's SEF receipt of permission to operate from the Electric Distribution Company.

2.2 Quarterly Payment Split. Developer shall assign to Municipality and Municipality shall be entitled to payments by the Developer outlined in Exhibit C of this Agreement.

2.3 Beneficial Accounts. Developer shall identify the Energy Usage of Municipality's Beneficial Accounts to be applied to one or more of Developer's SEFs as shown in the attached Table 1. Once per year, the Municipality may reallocate credits or fully terminate Beneficial Accounts from this Agreement upon sixty (60) days' notice and in writing to Developer. Municipality is responsible for the Utility service charge for each change. If Municipality terminates a Beneficial Account or multiple Beneficial Accounts, Municipality must replace the Beneficial Accounts with kilowatt hours equal to or greater than the Beneficial Accounts they are terminating, Municipality recognizes that its physical power procurement options for the Beneficial Accounts will not be affected by this Agreement in any way. Municipality shall be responsible for maintaining all Electric Distribution Company or third-party supplier generation charges, applicable taxes, penalties, or similar charges assessed by the Electric Distribution Company for power supply, transmission and distribution services, and other services necessary to meet the full energy requirements of Municipality. Municipality shall also be responsible to pay any and all charges assessed by its Electric Distribution Company including any third-party supplier generation charges billed by the Electric Distribution Company or third-party supplier.

2.4 No Guarantees of Energy Production or Energy Usage. Developer shall not be required nor is guaranteeing to cause the SEFs to produce a minimum or maximum amount of Energy Production and quarterly payments. Likewise, Municipality is not required nor is guaranteeing Energy Usage by its Beneficial Accounts.

2.5 Changes in Law. The Parties acknowledge and agree that Municipalities share of the quarterly payments is based on assumptions related to the availability to Developer of the Environmental Incentives. In the event of the elimination or alteration of one or more Environmental Incentives or any other change in the law that results in a material adverse economic impact on Developer or Municipality with respect to this Agreement, the Parties shall work in good faith to amend this Agreement within thirty (30) Business Days after such elimination or alteration as may be reasonably necessary to restore the allocation of economic benefits and burdens contemplated hereunder by the Parties. If the Parties cannot reach an agreement, then both Parties agree to work in good faith through arbitration as determined by Connecticut State law.

2.6 Contract Term. The term of this Agreement shall be for a period of twenty (20) years commencing on the Commercial Operation Date of each of Developer's SEFs. It is not expected that each SEF will achieve Commercial Operation on the same date.

2.7 Early Termination.

2.7.1 Developer shall have the right, but not the obligation, to terminate this

Agreement upon thirty (30) days prior written notice to Municipality if, despite Developer's commercially reasonable efforts (i) Developer is unable to obtain financing for the construction of the SEF; or (ii) Developer is unable to secure permits, authorizations, or approvals; or (iii) Developer reasonably determines that prevailing conditions would make performance of this Agreement uneconomic.

2.7.2 Municipality shall have the right to terminate this Agreement by a notice in writing to Developer if Developer has not completed the Project within two (2) years of the execution date of this Agreement, subject to reasonable extension in the event an authority having jurisdiction has withheld issuance of any permit reasonably likely to be issued upon cure of ministerial defect.

2.8 Attributes and Energy Capacity. Developer shall have all rights, titles, and interest in and to all Environmental Attributes, Energy, Capacity, and any other attributes related to the Energy production of Developer's SEFs as recognized by ISO-NE or the Electric Distribution Utility.

3. BENEFICIAL ACCOUNTS.

3.1 Developer shall maintain exclusive rights to Municipality's Beneficial Accounts shown in Table 1 for the purposes of applying to Developer's SEFs. Developer's exclusive rights to Municipality's Beneficial Accounts shall exist through the sixth Auction of the NRES Program (expected to take place in January 2027). Municipality shall not allocate any Beneficial Accounts listed in Table 1 to other NRES Program participants, solar developers, or renewable energy projects without prior approval by Developer.

3.2 Municipality is required to keep Beneficial Accounts shown in Table 1 open and in good standing at all times during the term of the Agreement. Municipality shall provide immediate written notice to Developer if any Beneficial Accounts are closed or fall out of good standing. If Municipality closes any Beneficial Accounts shown in Table 1, Municipality shall (i) designate replacement Beneficial Accounts and immediately provide Developer with replacement Beneficial Accounts information; or (ii) designate a replacement Municipality pursuant to Section 14.1; or (ii) allow Developer to designate a replacement Municipality.

4. SOLAR ENERGY FACILITIES.

4.1 Installation, Operation, Ownership, and Maintenance of the SEFs. Developer shall be responsible for the design, construction, installation, operation, ownership, inspection, maintenance, decommissioning, and removal of the SEFs in a manner consistent with Prudent Industry Practices. If the Energy Production from any of the SEFs is interrupted as a result of malfunction or other shutdowns, Developer shall use commercially reasonable efforts to remedy such interruption promptly. Developer shall comply with all applicable laws and regulations relating to the operation of the SEFs and the Energy Production and associated quarterly payments for each of Municipality's Beneficial Accounts and in obtaining any relevant approvals and permits, other than approvals and/or permits that, by their nature, can only be obtained by Municipality or with Municipality's assistance.

4.2 Commercial Operation Date. Developer shall deliver written notice to Municipality of

the occurrence of the Commercial Operation Date for each SEF as each SEF achieves Commercial Operation.

4.3 Taxes. Developer is solely responsible for all income, gross receipts, ad valorem, personal property, or other similar taxes and any franchise fees or fees relating to Developer's ownership of the SEFs. Municipality shall have no responsibility or obligation for any taxes in connection with Developer's SEFs.

4.4 Notice of Damage. Developer shall promptly notify Municipality in writing of any physical conditions or other circumstances of which Developer becomes aware that indicate there has been or might be damage to or loss of the use of the SEFs or that could be expected to affect the SEFs adversely.

5. SOLAR ENERGY FACILITIES - CASUALTY.

5.1 Total Loss. Upon the total damage, destruction, or loss of one or any of the SEFs, or, in the reasonable opinion of Developer's insurance or Developer, an SEF is determined to have experienced a constructive total loss, Developer shall have the option, in its sole discretion, to repair or replace the SEF or terminate any portion of this Agreement pertaining to that SEF.

5.2 Notice. Developer shall notify Municipality in writing of its election within thirty (30) days after the date of the damage to the SEF.

5.3 Developer shall under all circumstances be entitled to all insurance proceeds with respect to the SEF. If Developer elects to repair or replace the SEF, Developer shall undertake such repair or replacement as quickly as practicable. If Developer elects to terminate this Agreement in connection with one or any of the SEFs, the termination shall be effective immediately upon delivery of the notice to Municipality for the subject SEFs.

6. FORCE MAJEURE.

6.1 Force Majeure. To the extent either Party is prevented by an event of Force Majeure from performing its obligations under this Agreement, such Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments when due). The Party claiming Force Majeure shall use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts, or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-claiming Party shall not be required to perform its obligations to the claiming Party corresponding to the obligations of the claiming Party excused by Force Majeure during the pendency of the Force Majeure.

6.2 Notice. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the event of Force Majeure shall immediately notify the other Party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay or interruption in performance; provided that a Party's failure to give timely notice shall act as a full

waiver of such Party's ability to assert Force Majeure.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Representations and Warranties of Municipality. Municipality represents and warrants to Developer that:

7.1.1 Municipality has the requisite legal authority and capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy Production, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Municipality;

7.1.2 This Agreement constitutes Municipality's legal, valid, and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.1.3 No suit, action, or arbitration, or legal administrative or other proceeding is pending or has been threatened against Municipality that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Municipality to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Municipality;

7.2 Representations and Warranties of Developer. Developer represents and warrants to Municipality that:

7.2.1 Developer has the requisite corporate, partnership or limited liability Developer capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy Production, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Developer;

7.2.2 This Agreement constitutes Developer's legal, valid, and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.2.3 No suit, action, or arbitration, or legal administrative or other proceeding is

pending or has been threatened against Developer that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Developer to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Developer; and

7.2.4 Neither the SEFs nor any of Developer's services provided to Municipality pursuant to this Agreement infringes on any third party's intellectual property or other proprietary rights.

8. DEFAULTS & REMEDIES.

8.1 Developer Event of Default. Each of the following events shall constitute a "Developer Event of Default." A Developer Event of Default may be either a Payment Default or a Non-Payment Default. A "Payment Default" is failing to make timely payments required herein.

8.I.1 Developer shall be in default in any payments, or any sums due under this Agreement, if the Developer fails to make a payment for a period of thirty (30) days after the same is due; or

8.1.2 Developer breaches any other material term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Municipality's notice of such breach. Developer has failed to cure the breach within such thirty (30) day period, or (ii) if Developer has diligently commenced work to cure such breach during such thirty (30) day period, but such breach is not capable of cure within such period. Developer has failed to cure the breach within a further one hundred fifty (150) day period (such aggregate period not to exceed one hundred eighty (180) days from the date of Municipality's notice); or

8.1.3 (i) Developer commences a voluntary case under any bankruptcy law; (ii) Developer fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Developer in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Developer remains un-dismissed or undischarged for a period of sixty (60) days.

8.2 Municipality's Remedies. If a Developer Event of Default has occurred and is continuing, then Municipality at its option, and subject to a Financing Party's rights under Section 8.2.3, may terminate this Agreement by written notice to Developer following the expiration of the applicable cure period and upon such termination, the Developer shall quit and surrender its right to the use or otherwise encumber the Municipality's Beneficial Accounts in Table 1, but such termination shall not affect the Municipality's right to recover damages, or exercise any other rights as hereinafter provided, or any other remedy it may have at law or equity.

8.2.1 Upon the termination of this Agreement under Section 8.2, the City shall forthwith be entitled to recover from the Developer all damages sustained by the City as a result of the Developer's default.

8.2.2 A waiver by the City of any breach by the Developer of any of the terms, covenants, conditions and agreements of this Agreement shall be limited to the particular instance

and shall not operate to be deemed to be a waiver of any future breaches of said terms, covenants, conditions, and agreements of this Agreement; and the failure of the City to enforce any agreement, condition, covenant or term, by reason of its breach by the Developer after notice had, shall not be deemed to void or affect the right of the City to enforce the same agreement, condition, covenant or term on the occasion of such subsequent breach or default.

8.2.3 Financing Party Rights.

(a) Before the City exercises any rights or remedies against the Developer as a result of a Developer Default, the City shall give the Developer and each Financing Party (1) thirty (30) days' notice of and the opportunity to cure any Developer Payment Default, (2) sixty (60) days' notice of and the opportunity to cure any Developer Non-payment Default, and (3) a reasonable further opportunity to cure a Developer Non-payment Default, in which case the Developer, or the Financing Party on the Developer's behalf, shall notify the City of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the 60-day period, weather permitting.

(b) The Developer and any Financing Party may cure any Payment Default by paying all then overdue payments in full together with interest thereon at the rate of one and one-half percent (1 ½%) per month.

8.3 Municipality Event of Default. Each of the following events shall constitute a "Municipality Event of Default":

8.3.1 (i) Municipality commences a voluntary case under any bankruptcy law; (ii) Municipality fails to controvert in a timely and appropriate manner or acquiesces in writing to any petition filed against Municipality in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Municipality remains un-dismissed or undischarged for a period of ninety (90) days; or

8.3.2 Municipality refuses to execute any document required for Developer to obtain any Environmental Attributes, Energy Capacity, or other incentives related to the SEFs; or

8.3.3 Municipality breaches any other material term of this Agreement and such breach remains uncured for ninety (90) days following notice of such breach to Municipality.

8.4 Developer's Remedies. If Municipality Event of Default has occurred and is continuing, then Developer may terminate this Agreement by written notice to Municipality following the expiration of the applicable cure period. Developer may also exercise any other remedy it may have at law or equity, including recovering from Municipality all resulting damages, which damages shall include, but not be limited to, projected SQP Price for the SEF's quarterly payments estimated to be produced by the SEF for the remainder of the Contract Term; any loss or damage to Developer due to lost or recaptured Environmental Attributes, Energy Capacity, or incentives, including, without limitation, lost revenue from the sale of Environmental Attributes and Energy Capacity to third parties (including any damages due to the early termination of any agreement for such sale), and the recapture of the investment tax credit under Section 48 of the Internal Revenue Code, the grant in lieu of taxes.

9. FINANCING ACCOMMODATIONS.

9.1 Municipality Acknowledgement. Municipality acknowledges that Developer may finance or sell the SEFs and that Developer's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security interest in the SEFs. In order to facilitate such financing, and with respect to any financing Developer of which Developer has notified Municipality in writing (each, a "Financing Party"). Municipality agrees as follows:

9.1.1 Developer's Finance, NRES Program, and Other Contingencies. This Agreement is contingent upon Developer obtaining financing satisfactory to it for the purchase and construction of each of the SEFs, each of the SEFs being accepted into the NRES Program of the Electric Distribution Company, each of the SEFs being successfully interconnected to the electric grid of the Electric Distribution Company, and each of the SEFs receiving all required permits and approvals from local, state, and federal regulatory and other governmental agencies.

9.1.2 Consent to Collateral Assignment. Developer shall have the right to assign this Agreement as collateral for financing or refinancing or selling of each of the SEFs, and Municipality hereby consents to the collateral assignment by Developer to any Financing Party of Developer's right, title, and interest in and to this Agreement.

9.1.3 Ownership of the SEFs. Municipality acknowledges that Developer is the legal and beneficial owner of the SEFs at all times, and the SEFs shall remain the personal property of Developer and shall not attach to or be deemed a part of, or fixture to the premises. The SEFs shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

9.1.4 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Developer, any and all rights and remedies of Developer under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties with respect to this Agreement and the SEFs.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Developer hereunder or cause to be cured any default or event of default of Developer in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Developer (unless Financing Party has succeeded in Developer's interests) to perform any act, duty, or obligation of Developer, but Municipality hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the SFs, including any sale thereof by Financing Party, whether by judicial proceeding or under any

power of sale, or any conveyance from Developer to Financing Party, Financing Party shall give notice to Municipality of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Developer Event of Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Developer under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Municipality shall enter into a new Agreement with Financing Party or its assignee on the same terms as this Agreement.

9.1.5 Financing Party Cure Rights. Municipality shall not exercise any right to terminate or suspend this Agreement unless Municipality has given prior written notice to each Financing Party of which Municipality has notice. Municipality's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party shall have the cure periods described in Section 8.2.3 for Payment Defaults and Non-payment Defaults. Municipality's and Developer's obligations under this Agreement shall otherwise remain in effect, and Municipality and Developer shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

9.1.6 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Developer's assets and cures all defaults existing as of the date of such change in title or control, this Agreement shall continue in full force and effect.

9.2 Notice of Defaults and Events of Default. Municipality agrees to deliver to each Financing Party a copy of all notices that Municipality delivers to Developer pursuant to this Agreement.

10. NOTICES.

Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier and shall be deemed effective upon receipt.

To Developer:

Greenskies Clean Energy LLC
127 Washington Ave
West Building, Lower Level
North Haven, CT 06473
Attention: Vijay Singh, CEO

Also, to:

Greenskies Clean Energy LLC

127 Washington Ave
West Building, Lower Level
North Haven, CT 06473
Attention: Legal Department
Legal@Greenskies.com

To Municipality:

City of Waterbury
Department of Finance
City Hall Building
235 Grand Street, 2nd Floor
Waterbury, CT 06702
Attention: Director of Finance

Also, to:

Waterbury Development Corporation
83 Bank Street, Third Floor
Waterbury, CT 06702
Attention: Chief Executive Officer

City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building – 3rd Floor
235 Grand Street
Waterbury, CT 06702
Attention: Corporation Counsel

11. DISPUTE RESOLUTION.

11.1 Resolution by the Parties. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. In the event that the Parties are unable to reach agreement within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may refer the matter to legal proceedings in accordance with Section 12.

12. GOVERNING LAW; VENUE.

12.1 Choice of Law. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut, without regard to choice or conflict of laws principles that would cause the application of any other laws.

12.2 Choice of Forum. Any dispute or controversy arising out of or relating to this

Agreement or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute) and not elsewhere.

13. INDEMNIFICATION.

13.1 The Developer shall indemnify, defend, and hold harmless the City, the City's boards, Waterbury Development Corporation, their respective agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses, including attorney's fees, arising out of or resulting from this Agreement and the development, operation, maintenance, and/or decommissioning of the SEFs, provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Developer, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Developer's duties hereunder; or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

13.2 In the event this Agreement and/or the Developer's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Developer shall indemnify, defend and hold harmless the City, Waterbury Development Corporation, their respective agents, officials and employees from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by the Developer, or its subcontractor, omission or commission.

13.3 In any and all claims against the City or any of its boards, agents, employees or officers by any employee of the Developer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Sections 13.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

13.6 Developer further agrees to indemnify the City against any claims related to: (a) any infringement of patents or the improper use of other proprietary rights or intellectual property by Developer or its employees or representatives that may occur in connection with the performance of the Installation Work, Solar Operations, the provision of Solar Output or the ownership and use of the SEF; (b) Developer's breach or violation of Applicable Law; (c) acts or omissions of Developer's that cause a breach of the Interconnection Agreement; (d) third party claims arising from the failure to construct or install the SEF in accordance with the requirements of applicable law; or (e) any claim arising pursuant to any Environmental Law based on, arising out of or otherwise relating to: (i) the presence or installation, removal or operation of the SEF, (ii) the remediation, presence or release of, or exposure to, Hazardous Materials brought to the premises where SEF is built by Developer or its employees, representatives agents or contractors or generated or otherwise created in connection with the work or the SEF, or (iii) any violations of any Environmental Law by Developer or its employees, representatives, agents or contractors.

13.6 The City of Waterbury shall bear no liability for any damage done to the SEF by any third parties.

13.7 Upon written request by the City of Waterbury, Developer shall defend and provide legal representation to the City of Waterbury with respect to any of the matters referenced above. Notwithstanding the foregoing, the City of Waterbury may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of the City of Waterbury, its attorneys shall control the resolution of such matters. Upon demand, Developer shall pay or, in the sole and absolute discretion of the City of Waterbury, reimburse, the City of Waterbury for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

14. INSURANCE

14.1 General terms. During the Contract Term, at no additional cost to the City, the Developer shall maintain in force at all times during the term of the Agreement the following minimum coverages and shall name the City and the Waterbury Development Corporation as Additional Insureds on a primary and non-contributory basis to all policies, except Workers Compensation and Professional Liability. All policies shall also include a Waiver of Subrogation except Builders Risk and Professional Liability. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A" VIII. In addition, all Carriers are subject to approval by the City.

		(Minimum Limits)
General Liability:	Each Occurrence	$10,000,000
	General Aggregate	$10,000,000
	Products/Completed Operations Aggregate	$10,000,000

14.2 If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the termination date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to

extend the reporting periods for claims for the policy in effect during the Agreement for two (2) years from the termination date.

14.3 The Developer shall submit to the City of Waterbury an original, completed Certificate of Insurance prior to the Effective Date. The Developer agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of policies. Should any of the above-described policies be cancelled, limits reduced or coverage altered before the expiration date, written notice must be given to the City 30-days prior to any such cancellation, reduction or alteration.

15. ASSIGNMENTS

15.1 Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.

15.2 The foregoing notwithstanding, the Developer may assign this Agreement and its rights hereunder,

(a) in the Developer's sole discretion,

(i) subject to the City's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed to any entity in which the Developer, or an affiliate thereof, has an interest;

(ii) to any entity as security for or in connection with a financing or other financial arrangement related to the Systems, as set forth in Section 14; and,

(b) subject to the City's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed, to any other person or entity who assumes all of the Developer's rights and obligations hereunder, provided however that the effectiveness of any such assignment shall be conditioned on the Developer not being then in Default.

15.2.1 Prior to any assignment pursuant to this Section 15.2, the Developer shall provide to the City current information regarding the Developer's and all Financing Parties' addresses.

15.2.2 If Developer wishes at any time to enter into an agreement to transfer its Developer business and/or property rights to another party, Developer shall include the "re-assignment" and obligations of this Agreement with Municipality in any business transfer or sale agreement. Any purported assignment or transfer of or concerning this Agreement in violation of this Agreement's terms is void.

15.3 The foregoing notwithstanding, the Municipality may assign this Agreement and its rights hereunder to another distressed municipality (as set forth on the Connecticut Distressed

Municipalities List) of comparable kWh size upon prior written consent of Developer, not to be unreasonably withheld. Any such assignment shall be documented in writing and signed by City and the assignee.

15.4 Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that liability is assumed by the assignee. After assignment, the term "Developer" in this Agreement shall refer to the entity that was assigned the rights and obligations of the Developer hereunder, and the term "City" or "Municipality" shall refer to the entity that was assigned the rights and obligations of the Municipality hereunder.

16. MISCELLANEOUS.

16.1 Board Approvals. This Agreement is conditioned upon the approval of all required boards and/or commissions of the City.

16.2 Entire Agreement. This Agreement represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

16.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Developer and Municipality.

16.4 No Employment Status. Developer and Developer's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Municipality. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

16.5 No Association, Joint Venture, Trust, or Partnership. Nothing contained in this Option Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties to this Option Agreement.

16.6 Compliance with Laws. Developer shall comply with all applicable laws, ordinances and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work contemplated hereunder.

16.7 Headings: Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any exhibits referenced within and attached to this Agreement, including any attachments to the exhibits, shall be a part of this Agreement and are incorporated by reference herein.

16.8 Remedies Cumulative. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statute.

16.9 Waiver. The failure of either Party to insist upon the performance of any of the terms and conditions of this Agreement or waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

16.10 Severability. If any part, term, or provisions of this Agreement is determined by an arbitrator or court of competent authority to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement that was invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to achieve the intent of the Parties most closely and in the manner closest to the stricken provision.

16.11 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Developer to dedicate the SEFs to public use or subject itself to regulation as a "public utility" (as such term may be defined under any applicable law).

16.12 Forward Contract. The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code.

16.13 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute the same agreement. Facsimile or portable document format ("PDF") or scanned signatures shall have the same effect as original (wet) signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

16.14 Non-discrimination. Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16.15 Audit. Municipality shall upon prior written notice to Developer have access to any books, documents, papers and records of Developer or any successor thereto which are directly pertinent to this Agreement for the purpose of making audit examination.

16.16 Further Assurances.

16.16.1 Additional Documents. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are necessary and desirable to conduct the Parties' intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section.

16.16.2 Certificates. From time to time, Municipality shall provide within thirty (30) Business Days after receipt of a written request from Developer an estoppel certificate attesting, to the knowledge of Municipality, of Developer's compliance with the terms of this Agreement or detailing any known issues of noncompliance, and making such other representations, warranties, and accommodations requested by the recipient.

16.17 Connecticut Freedom of Information Act. Municipality is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, this Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information, falling within one of the exemptions in Conn. Gen. Stat. § 1- 210(b) and § 16-245n(d).

16.18 Calculating Time. In the event any time period or due date set forth in this Option Agreement would otherwise fall on a Saturday, Sunday or holiday, such time period shall be automatically extended to the next business day.

17. CITY CODE OF ORDINANCES, ETHICS AND CONFLICT OF INTEREST CODE, PROVISIONS.

The Developer (which shall be a "Person" as the term is defined in Section 38 of the City's Code of Ordinances) shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc., whether or not they are expressly stated in this Agreement, including but not limited to the following:

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

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

17.3 It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an

inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant/Vendor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

17.6 It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 16.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 16.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

17.7 The Developer hereby expressly represents that it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 18(g) shall be deemed a material breach of this Agreement and shall be a violation of the City's Code of Ordinances. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 18(a-g).

17.8 The Developer is hereby charged with the requirement that they shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Procurement and Contractual Agreements", and Chapter 40 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

17.9 The Developer hereby acknowledges receipt of a copy of the Chapters 38 and 40 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 40 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing Department web site: www.waterbury-ct.gov/content/609/930/933.aspx [see two (2) links titled "procurement ordinance" and "ethics ordinance"].

17.10 The Developer is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

17.11 Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 40 of the Code of Ordinances.

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

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the above Effective Date.

Signed in the presence of:

City of Waterbury

_____

By:_____
Paul K. Pernerewski, Jr., Its Mayor
Duly Authorized

_____

Date: _____

Signed in the presence of:

Greenskies Clean Energy LLC

_____

By:_____
Vijay Singh, Its Chief Executive Officer
Duly Authorized

_____

Date: _____

Table 1

Developer SEFs and Municipality Beneficial Accounts

Reference Number	Account Number	Total kWhs
615814002	51210653044	7,277,871

EXHIBIT A to Table 1

SOLAR ENERGY FACILITIES

Artillery Road, Woodbury CT

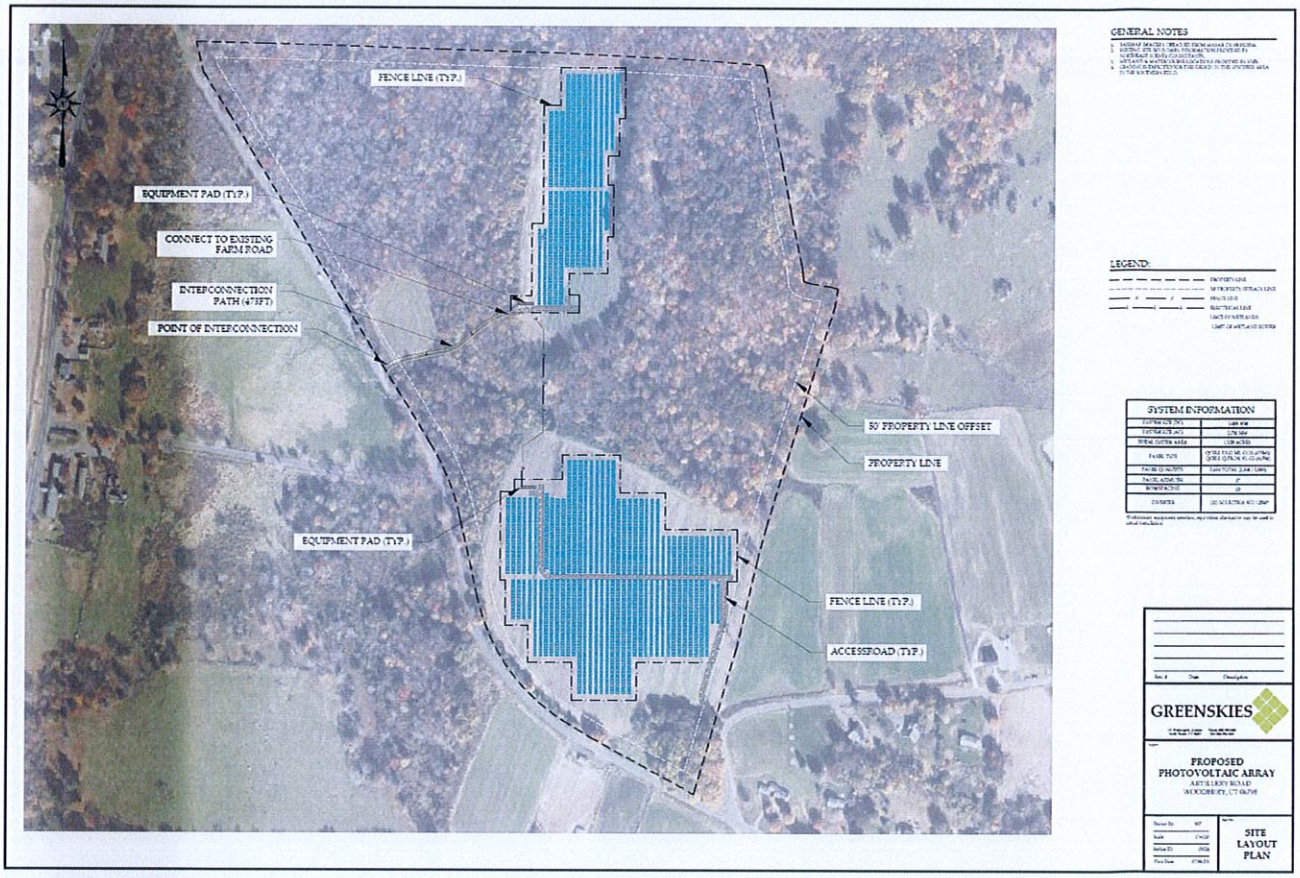


EXHIBIT B to Table 1

PROPERTY

Woodbury Solar: Artillery Road, Woodbury CT

EXHIBIT C

SEF Payment Table

Artillery Road	
Project KWhs	Waterbury Revenue Share ($/kWh)
5,239,983.00	$ 0.0010

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: August 27, 2026

To: Michael DiGiovancarlo
President, Board of Aldermen

Members, Board of Aldermen
Mayor Paul K. Pernerewski, Jr.

From: Michael LeBlanc, Director of Finance MJL

Subject: Revenue Share Agreement for Municipal Virtual Net Metering Offtake between the City and Greenskies Clean Energy LLC (RFP #7999) for a solar project in Portland

Dear Honorable Members of the Board of Aldermen,

Kindly give favorable consideration by approving the attached Revenue Share Agreement between the City of Waterbury and Greenskies Clean Energy LLC ("Greenskies").

The Revenue Share Agreement constitutes the long-term contract contemplated under the March 13, 2024 Option Agreement between the City and Greenskies under RFP #7999, as amended by the First Amendment dated March 11, 2026. The Option Agreement as amended by the First Amendment authorized the City and Greenskies to work together to develop solar projects in Eversource territory that would be associated with the electricity consumption by the City's Eversource Beneficial Accounts, through Virtual Net Metering ("VNM"), and would receive clean energy incentives under the Eversource Non-Residential Renewable Energy Solutions ("NRES") program.

The Option Agreement as Amended by the First Amendment explicitly contemplated the attached Revenue Share Agreement as the long-term contract between the Parties. The Revenue Share Agreement memorializes the upfront payment to the City of twenty-nine dollars and seventy cents ($29.70) per kilowatt in direct current (DC) based on the "as-built" system size when the Portland solar project receives permission to operate from Eversource. That upfront payment is estimated to be $165,000 and will likely be received by the City in mid-2027. The City will also receive a share of the NRES program incentive every year for 20 years based on the electricity production of the Portland solar project, which is estimated at $160,000 total over 20 years. The total estimated benefit to the City from this Revenue Share Agreement with Greenskies for the Portland solar project is approximately $325,000 over 20 years.

In the time since execution of the Option Agreement and First Amendment, Greenskies has been developing five solar projects in Eversource territory (in Portland, Woodbury, Manchester, and Marlborough) that will be associated with electricity consumed by the City's Beneficial Accounts through VNM. Together, these

five projects are estimated to provide an overall financial benefit to the City of approximately $1 million over twenty years, through a combination of up-front payments to the City from Greenskies, and twenty years of bill credits from Eversource on the City's beneficial electric accounts. Construction of the Portland solar project is scheduled to begin in late 2026.

Attached please find the Revenue Share Agreement between the City of Waterbury and Greenskies along with all relevant materials. One record copy of the contract documents will be submitted to City Clerk, and six copies will be submitted to the Board of Aldermen.

NON-RESIDENTIAL RENEWABLE ENERGY SOLUTIONS (NRES) PROGRAM
MUNICIPAL REVENUE SHARE AGREEMENT

This NRES Municipal Revenue Share Agreement ("Agreement") is made and entered into as of _____2026 ("Effective Date") by and between Greenskies Clean Energy LLC, a Delaware limited liability company ("Developer"), and the City of Waterbury, a Connecticut Municipality with a principal place of business at 235 Grand Street, Waterbury, Connecticut 06702, acting herein by Paul K. Pernerewski, Jr., its Mayor, duly authorized, ("Municipality" or "City"). Developer and Municipality are each sometimes referred to as a "Party" and collectively as the "Parties" in this Agreement.

RECITALS

WHEREAS, the State of Connecticut has enacted a six-year State, Agricultural & Municipal competitive auction program pursuant to Conn. Gen Stat, §§ 16-244u and 16-244z of the General Statues of Connecticut (Conn. Gen. Stat.) referred to as the Non-Residential Renewable Energy Solutions - State, Agricultural, and Municipal Program ("NRES Program");

WHEREAS, Greenskies Clean Energy LLC submitted a proposal to the City in response to RFP No. 7999 (the "RFP") for municipal virtual net metering ("VNM") offtake for participation in the NRES Program, to which the successful proposer shall design, build, operate and maintain one or more solar photovoltaic systems in Eversource electric territory that will provide financial benefit to the City through VNM and the NRES program;

WHEREAS, the Municipality accepted the Greenskies Clean Energy LLC's Response Proposal to the RFP and entered into an Option Agreement with Greenskies Clean Energy LLC dated March 13, 2024, as amended by the First Amendment to Option Agreement dated March 11, 2026; and

WHEREAS, Developer submitted an application into Eversource's ("Electric Distribution Company") Year 3 bid auctions of the NRES Program that commenced on February 1, 2024, and the Buy-All Bid for the Developer's Solar Energy Facility as defined below ("SEF") was selected in Year 3 of the NRES Program; and

WHEREAS, Municipality has one or more Beneficial Accounts (as defined below) and desires Developer to assign one or more of these Beneficial Accounts to Developer's SEF to receive an up-front payment and quarterly payments monetized per Developer's competitive bid and in proportion to the electric generation ("Energy") production of the SEF for twenty (20) years and in accordance with the Buy-All Bid by Developer in the NRES Program.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Municipality hereby agree as follows:

AGREEMENT

1. DEFINTIONS

"Beneficial Account" means the individually numbered accounts (i.e., meters) of Municipality with its Electric Distribution Company eligible to receive quarterly payments associated with the energy produced by the SEFs and shown on a Consolidated Electric Bill of Municipality.

"Business Day" means any day other than Saturday, Sunday, or any other day on which banking institutions in Connecticut required or authorized by applicable federal or state law to be closed for business.

"Buy-All Bid" means a competitive bid by Developer in the NRES Program where Developer's SEF is compensated at a single fixed $/kWh price via a quarterly payment on each of Municipality's Beneficial Accounts. The SEF exports all electricity directly to the grid without supplying power to any on-site load.

"Commercial Operation Date" means the date when the SEF receives approval to energize from the Electric Distribution Company and delivers Energy to the electric grid sustainably.

"Consolidated Electric Bill" means that both the energy supply and delivery charges are included on the same electric bill that the Electric Distribution Company provides to Municipality.

"Energy Capacity" means the maximum quantity of electric energy measured in kilowatt hours (kWh) generated by the SEF and is capable of being delivered to the electric grid as set forth in Table 1.

"Energy Production" means electric energy measured in kilowatt hours (kWh) generated by the SEF and is capable of being delivered to the electric grid and any point in time.

"Energy Usage" the consumption of electric energy measured in kilowatt hours (kWh) by any Beneficial Account of Municipality at any point in time.

"Environmental Attributes" means each of the following that is in effect as of the Effective Date or in the future: (i) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Property is located or in other jurisdictions (collectively, "Allowances") attributable to the ownership or operation of the SEF or the production or sale of Energy, (ii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy or Energy Credits during the Term and in which Developer has good and valid title, including any credits to be evidence by Solar Renewable Energy

Certificates or similar laws or regulations applicable in any jurisdiction, (iii) any such Allowances related to (A) oxides of nitrogen, sulfur, or carbon, (B) particulate matter, soot, or mercury, or (C) the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or involving or administered by the CAMD, and (iv) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise. Environmental Attributes shall also include Tax Benefits.

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, Force Majeure Event may include, without limitation, the following acts or events: (a) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (b) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (c) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic, supply chain disruptions, terrorist acts, or rebellion; (d) strikes or labor disputes; (e) action by a Governmental Authority, including a moratorium on any activities related to this Agreement; (f) the impossibility for one of the Parties, despite its best efforts, in a timely manner, to obtain any governmental approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay or inability to obtain such governmental approval is not attributable in any manner to the affected Party and that such Party has exercised its best efforts to obtain such permit; (g) material changes in costs of services, materials, labor or equipment; or (h) changes in tax laws or laws relating to Developer's Tax Attributes. Force Majeure Event does not include: (i) equipment failure (unless resulting from a Force Majeure Event); (ii) acts or omissions of Developer's subcontractors or agents, except to the extent that such acts or omissions arise from a Force Majeure Event; or (iii) the lack or variation of Solar Insolation (other than as a result of acts or omissions of the owner of the SEF, their contractors or invitees.

"Prudent Industry Practices" means the practices, methods and acts engaged in or approved by a significant portion of the solar energy industry that at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable law, reliability, safety, environmental protection, economy and expedition.

"Solar Energy Facilities" or "SEF" means the integrated assembly of photovoltaic panels or fuel cells, mounting assemblies, inverters, converters, integrators, meters, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices, and wiring installed at the remote property, including the interconnection equipment, for the installation of the clean energy generating system and interconnected to the electric grid of the Electric Distribution Company.

2. UP-FRONT PAYMENT, QUARTERLY PAYMENT, TERM

2.1 Up-front Payment. Developer shall pay Municipality twenty-nine dollars and seventy cents ($29.70) per kilowatt in direct current (DC) based on the as-built system size within ten (10) business days of Developer's SEF receipt of permission to operate from the Electric Distribution Company.

2.2 Quarterly Payment Split. Developer shall assign to Municipality and Municipality shall be entitled to payments by the Developer outlined in Exhibit C of this Agreement.

2.3 Beneficial Accounts. Developer shall identify the Energy Usage of Municipality's Beneficial Accounts to be applied to one or more of Developer's SEFs as shown in the attached Table 1. Once per year, the Municipality may reallocate credits or fully terminate Beneficial Accounts from this Agreement upon sixty (60) days' notice and in writing to Developer. Municipality is responsible for the Utility service charge for each change. If Municipality terminates a Beneficial Account or multiple Beneficial Accounts, Municipality must replace the Beneficial Accounts with kilowatt hours equal to or greater than the Beneficial Accounts they are terminating, Municipality recognizes that its physical power procurement options for the Beneficial Accounts will not be affected by this Agreement in any way. Municipality shall be responsible for maintaining all Electric Distribution Company or third-party supplier generation charges, applicable taxes, penalties, or similar charges assessed by the Electric Distribution Company for power supply, transmission and distribution services, and other services necessary to meet the full energy requirements of Municipality. Municipality shall also be responsible to pay any and all charges assessed by its Electric Distribution Company including any third-party supplier generation charges billed by the Electric Distribution Company or third-party supplier.

2.4 No Guarantees of Energy Production or Energy Usage. Developer shall not be required nor is guaranteeing to cause the SEFs to produce a minimum or maximum amount of Energy Production and quarterly payments. Likewise, Municipality is not required nor is guaranteeing Energy Usage by its Beneficial Accounts.

2.5 Changes in Law. The Parties acknowledge and agree that Municipalities share of the quarterly payments is based on assumptions related to the availability to Developer of the Environmental Incentives. In the event of the elimination or alteration of one or more Environmental Incentives or any other change in the law that results in a material adverse economic impact on Developer or Municipality with respect to this Agreement, the Parties shall work in good faith to amend this Agreement within thirty (30) Business Days after such elimination or alteration as may be reasonably necessary to restore the allocation of economic benefits and burdens contemplated hereunder by the Parties. If the Parties cannot reach an agreement, then both Parties agree to work in good faith through arbitration as determined by Connecticut State law.

2.6 Contract Term. The term of this Agreement shall be for a period of twenty (20) years commencing on the Commercial Operation Date of each of Developer's SEFs. It is not expected that each SEF will achieve Commercial Operation on the same date.

2.7 Early Termination.

2.7.1 Developer shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days prior written notice to Municipality if, despite Developer's commercially reasonable efforts (i) Developer is unable to obtain financing for the construction of the SEF; or (ii) Developer is unable to secure permits, authorizations, or approvals; or (iii) Developer reasonably determines that prevailing conditions would make performance of this Agreement uneconomic.

2.7.2 Municipality shall have the right to terminate this Agreement by a notice in writing to Developer if Developer has not completed the Project within two (2) years of the execution date of this Agreement, subject to reasonable extension in the event an authority having jurisdiction has withheld issuance of any permit reasonably likely to be issued upon cure of ministerial defect.

2.8 Attributes and Energy Capacity. Developer shall have all rights, titles, and interest in and to all Environmental Attributes, Energy, Capacity, and any other attributes related to the Energy production of Developer's SEFs as recognized by ISO-NE or the Electric Distribution Utility.

3. BENEFICIAL ACCOUNTS.

3.1 Developer shall maintain exclusive rights to Municipality's Beneficial Accounts shown in Table 1 for the purposes of applying to Developer's SEFs. Developer's exclusive rights to Municipality's Beneficial Accounts shall exist through the sixth Auction of the NRES Program (expected to take place in January 2027). Municipality shall not allocate any Beneficial Accounts listed in Table 1 to other NRES Program participants, solar developers, or renewable energy projects without prior approval by Developer.

3.2 Municipality is required to keep Beneficial Accounts shown in Table 1 open and in good standing at all times during the term of the Agreement. Municipality shall provide immediate written notice to Developer if any Beneficial Accounts are closed or fall out of good standing. If Municipality closes any Beneficial Accounts shown in Table 1, Municipality shall (i) designate replacement Beneficial Accounts and immediately provide Developer with replacement Beneficial Accounts information; or (ii) designate a replacement Municipality pursuant to Section 14.1; or (ii) allow Developer to designate a replacement Municipality.

4. SOLAR ENERGY FACILITIES.

4.1 Installation, Operation, Ownership, and Maintenance of the SEFs. Developer shall be responsible for the design, construction, installation, operation, ownership, inspection, maintenance, decommissioning, and removal of the SEFs in a manner consistent with Prudent Industry Practices. If the Energy Production from any of the SEFs is interrupted as a result of malfunction or other shutdowns, Developer shall use commercially reasonable efforts to remedy such interruption promptly. Developer shall comply with all applicable laws and regulations relating to the operation of the SEFs and the Energy Production and associated quarterly payments for each of Municipality's Beneficial Accounts and in obtaining any relevant approvals and permits, other than approvals and/or permits that, by their nature, can only be obtained by Municipality or with Municipality's assistance.

4.2 Commercial Operation Date. Developer shall deliver written notice to Municipality of the occurrence of the Commercial Operation Date for each SEF as each SEF achieves Commercial Operation.

4.3 Taxes. Developer is solely responsible for all income, gross receipts, ad valorem, personal property, or other similar taxes and any franchise fees or fees relating to Developer's ownership of the SEFs. Municipality shall have no responsibility or obligation for any taxes in connection with Developer's SEFs.

4.4 Notice of Damage. Developer shall promptly notify Municipality in writing of any physical conditions or other circumstances of which Developer becomes aware that indicate there has been or might be damage to or loss of the use of the SEFs or that could be expected to affect the SEFs adversely.

5. SOLAR ENERGY FACILITIES - CASUALTY.

5.1 Total Loss. Upon the total damage, destruction, or loss of one or any of the SEFs, or, in the reasonable opinion of Developer's insurance or Developer, an SEF is determined to have experienced a constructive total loss, Developer shall have the option, in its sole discretion, to repair or replace the SEF or terminate any portion of this Agreement pertaining to that SEF.

5.2 Notice. Developer shall notify Municipality in writing of its election within thirty (30) days after the date of the damage to the SEF.

5.3 Developer shall under all circumstances be entitled to all insurance proceeds with respect to the SEF. If Developer elects to repair or replace the SEF, Developer shall undertake such repair or replacement as quickly as practicable. If Developer elects to terminate this Agreement in connection with one or any of the SEFs, the termination shall be effective immediately upon delivery of the notice to Municipality for the subject SEFs.

6. FORCE MAJEURE.

6.1 Force Majeure. To the extent either Party is prevented by an event of Force Majeure from performing its obligations under this Agreement, such Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments when due). The Party claiming Force Majeure shall use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts, or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-claiming Party shall not be required to perform its obligations to the claiming Party corresponding to the obligations of the claiming Party excused by Force Majeure during the pendency of the Force Majeure.

6.2 Notice. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the event of Force Majeure shall immediately notify the other Party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay

or interruption in performance; provided that a Party's failure to give timely notice shall act as a full waiver of such Party's ability to assert Force Majeure.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Representations and Warranties of Municipality. Municipality represents and warrants to Developer that:

7.1.1 Municipality has the requisite legal authority and capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy Production, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Municipality;

7.1.2 This Agreement constitutes Municipality's legal, valid, and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.1.3 No suit, action, or arbitration, or legal administrative or other proceeding is pending or has been threatened against Municipality that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Municipality to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Municipality;

7.2 Representations and Warranties of Developer. Developer represents and warrants to Municipality that:

7.2.1 Developer has the requisite corporate, partnership or limited liability Developer capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy Production, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Developer;

7.2.2 This Agreement constitutes Developer's legal, valid, and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.2.3 No suit, action, or arbitration, or legal administrative or other proceeding is pending or has been threatened against Developer that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Developer to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Developer; and

7.2.4 Neither the SEFs nor any of Developer's services provided to Municipality pursuant to this Agreement infringes on any third party's intellectual property or other proprietary rights.

8. DEFAULTS & REMEDIES.

8.1 Developer Event of Default. Each of the following events shall constitute a "Developer Event of Default." A Developer Event of Default may be either a Payment Default or a Non-Payment Default. A "Payment Default" is failing to make timely payments required herein.

8.1.1 Developer shall be in default in any payments, or any sums due under this Agreement, if the Developer fails to make a payment for a period of thirty (30) days after the same is due; or

8.1.2 Developer breaches any other material term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Municipality's notice of such breach. Developer has failed to cure the breach within such thirty (30) day period, or (ii) if Developer has diligently commenced work to cure such breach during such thirty (30) day period, but such breach is not capable of cure within such period. Developer has failed to cure the breach within a further one hundred fifty (150) day period (such aggregate period not to exceed one hundred eighty (180) days from the date of Municipality's notice); or

8.1.3 (i) Developer commences a voluntary case under any bankruptcy law; (ii) Developer fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Developer in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Developer remains un-dismissed or undischarged for a period of sixty (60) days.

8.2 Municipality's Remedies. If a Developer Event of Default has occurred and is continuing, then Municipality at its option, and subject to a Financing Party's rights under Section 8.2.3, may terminate this Agreement by written notice to Developer following the expiration of the applicable cure period and upon such termination, the Developer shall quit and surrender its right to the use or otherwise encumber the Municipality's Beneficial Accounts in Table 1, but such termination shall not affect the Municipality's right to recover damages, or exercise any other rights as hereinafter provided, or any other remedy it may have at law or equity.

8.2.1 Upon the termination of this Agreement under Section 8.2, the City shall forthwith be entitled to recover from the Developer all damages sustained by the City as a result of the Developer's default.

8.2.2 A waiver by the City of any breach by the Developer of any of the terms,

covenants, conditions and agreements of this Agreement shall be limited to the particular instance and shall not operate to be deemed to be a waiver of any future breaches of said terms, covenants, conditions, and agreements of this Agreement; and the failure of the City to enforce any agreement, condition, covenant or term, by reason of its breach by the Developer after notice had, shall not be deemed to void or affect the right of the City to enforce the same agreement, condition, covenant or term on the occasion of such subsequent breach or default.

8.2.3 Financing Party Rights.

(a) Before the City exercises any rights or remedies against the Developer as a result of a Developer Default, the City shall give the Developer and each Financing Party (1) thirty (30) days' notice of and the opportunity to cure any Developer Payment Default, (2) sixty (60) days' notice of and the opportunity to cure any Developer Non-payment Default, and (3) a reasonable further opportunity to cure a Developer Non-payment Default, in which case the Developer, or the Financing Party on the Developer's behalf, shall notify the City of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the 60-day period, weather permitting.

(b) The Developer and any Financing Party may cure any Payment Default by paying all then overdue payments in full together with interest thereon at the rate of one and one-half percent (1 ½%) per month.

8.3 Municipality Event of Default. Each of the following events shall constitute a "Municipality Event of Default":

8.3.1 (i) Municipality commences a voluntary case under any bankruptcy law; (ii) Municipality fails to controvert in a timely and appropriate manner or acquiesces in writing to any petition filed against Municipality in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Municipality remains un-dismissed or undischarged for a period of ninety (90) days; or

8.3.2 Municipality refuses to execute any document required for Developer to obtain any Environmental Attributes, Energy Capacity, or other incentives related to the SEFs; or

8.3.3 Municipality breaches any other material term of this Agreement and such breach remains uncured for ninety (90) days following notice of such breach to Municipality.

8.4 Developer's Remedies. If Municipality Event of Default has occurred and is continuing, then Developer may terminate this Agreement by written notice to Municipality following the expiration of the applicable cure period. Developer may also exercise any other remedy it may have at law or equity, including recovering from Municipality all resulting damages, which damages shall include, but not be limited to, projected SQP Price for the SEF's quarterly payments estimated to be produced by the SEF for the remainder of the Contract Term; any loss or damage to Developer due to lost or recaptured Environmental Attributes, Energy Capacity, or incentives, including, without limitation, lost revenue from the sale of Environmental Attributes and Energy Capacity to third parties (including any damages due to the early termination of any agreement for such sale), and the recapture of the investment tax credit under Section 48 of the Internal Revenue

Code, the grant in lieu of taxes.

9. FINANCING ACCOMMODATIONS.

9.1 Municipality Acknowledgement. Municipality acknowledges that Developer may finance or sell the SEFs and that Developer's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security interest in the SEFs. In order to facilitate such financing, and with respect to any financing Developer of which Developer has notified Municipality in writing (each, a "Financing Party"). Municipality agrees as follows:

9.1.1 Developer's Finance, NRES Program, and Other Contingencies. This Agreement is contingent upon Developer obtaining financing satisfactory to it for the purchase and construction of each of the SEFs, each of the SEFs being accepted into the NRES Program of the Electric Distribution Company, each of the SEFs being successfully interconnected to the electric grid of the Electric Distribution Company, and each of the SEFs receiving all required permits and approvals from local, state, and federal regulatory and other governmental agencies.

9.1.2 Consent to Collateral Assignment. Developer shall have the right to assign this Agreement as collateral for financing or refinancing or selling of each of the SEFs, and Municipality hereby consents to the collateral assignment by Developer to any Financing Party of Developer's right, title, and interest in and to this Agreement.

9.1.3 Ownership of the SEFs. Municipality acknowledges that Developer is the legal and beneficial owner of the SEFs at all times, and the SEFs shall remain the personal property of Developer and shall not attach to or be deemed a part of, or fixture to the premises. The SEFs shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

9.1.4 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Developer, any and all rights and remedies of Developer under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties with respect to this Agreement and the SEFs.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Developer hereunder or cause to be cured any default or event of default of Developer in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Developer (unless Financing Party has succeeded in Developer's interests) to perform any act, duty, or obligation of Developer, but Municipality hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the

SFs, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Developer to Financing Party, Financing Party shall give notice to Municipality of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Developer Event of Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Developer under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Municipality shall enter into a new Agreement with Financing Party or its assignee on the same terms as this Agreement.

9.1.5 Financing Party Cure Rights. Municipality shall not exercise any right to terminate or suspend this Agreement unless Municipality has given prior written notice to each Financing Party of which Municipality has notice. Municipality's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party shall have the cure periods described in Section 8.2.3 for Payment Defaults and Non-payment Defaults. Municipality's and Developer's obligations under this Agreement shall otherwise remain in effect, and Municipality and Developer shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

9.1.6 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Developer's assets and cures all defaults existing as of the date of such change in title or control, this Agreement shall continue in full force and effect.

9.2 Notice of Defaults and Events of Default. Municipality agrees to deliver to each Financing Party a copy of all notices that Municipality delivers to Developer pursuant to this Agreement.

10. NOTICES.

Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier and shall be deemed effective upon receipt.

To Developer:

Greenskies Clean Energy LLC
127 Washington Ave
West Building, Lower Level
North Haven, CT 06473
Attention: Vijay Singh, CEO

Also, to:

Greenskies Clean Energy LLC
127 Washington Ave
West Building, Lower Level
North Haven, CT 06473
Attention: Legal Department
Legal@Greenskies.com

To Municipality:

City of Waterbury
Department of Finance
City Hall Building
235 Grand Street, 2nd Floor
Waterbury, CT 06702
Attention: Director of Finance

Also, to:

Waterbury Development Corporation
83 Bank Street, Third Floor
Waterbury, CT 06702
Attention: Chief Executive Officer

City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building – 3rd Floor
235 Grand Street
Waterbury, CT 06702
Attention: Corporation Counsel

11. DISPUTE RESOLUTION.

11.1 Resolution by the Parties. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. In the event that the Parties are unable to reach agreement within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may refer the matter to legal proceedings in accordance with Section 12.

12. GOVERNING LAW; VENUE.

12.1 Choice of Law. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut, without regard to

choice or conflict of laws principles that would cause the application of any other laws.

12.2 Choice of Forum. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute) and not elsewhere.

13. INDEMNIFICATION.

13.1 The Developer shall indemnify, defend, and hold harmless the City, the City's boards, Waterbury Development Corporation, their respective agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses, including attorney's fees, arising out of or resulting from this Agreement and the development, operation, maintenance, and/or decommissioning of the SEFs, provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Developer, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Developer's duties hereunder; or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

13.2 In the event this Agreement and/or the Developer's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Developer shall indemnify, defend and hold harmless the City, Waterbury Development Corporation, their respective agents, officials and employees from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by the Developer, or its subcontractor, omission or commission.

13.3 In any and all claims against the City or any of its boards, agents, employees or officers by any employee of the Developer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Sections 13.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

13.5 Royalties and Patents. The Developer shall, for the term of this Agreement, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Developer's own expense any and all suits for infringement or alleged

infringement of such patents, and in the event of adverse award under patent suits, the Developer shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Developer and as to any award made thereunder.

13.6 Developer further agrees to indemnify the City against any claims related to: (a) any infringement of patents or the improper use of other proprietary rights or intellectual property by Developer or its employees or representatives that may occur in connection with the performance of the Installation Work, Solar Operations, the provision of Solar Output or the ownership and use of the SEF; (b) Developer's breach or violation of Applicable Law; (c) acts or omissions of Developer's that cause a breach of the Interconnection Agreement; (d) third party claims arising from the failure to construct or install the SEF in accordance with the requirements of applicable law; or (e) any claim arising pursuant to any Environmental Law based on, arising out of or otherwise relating to: (i) the presence or installation, removal or operation of the SEF, (ii) the remediation, presence or release of, or exposure to, Hazardous Materials brought to the premises where SEF is built by Developer or its employees, representatives agents or contractors or generated or otherwise created in connection with the work or the SEF, or (iii) any violations of any Environmental Law by Developer or its employees, representatives, agents or contractors.

13.6 The City of Waterbury shall bear no liability for any damage done to the SEF by any third parties.

13.7 Upon written request by the City of Waterbury, Developer shall defend and provide legal representation to the City of Waterbury with respect to any of the matters referenced above. Notwithstanding the foregoing, the City of Waterbury may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of the City of Waterbury, its attorneys shall control the resolution of such matters. Upon demand, Developer shall pay or, in the sole and absolute discretion of the City of Waterbury, reimburse, the City of Waterbury for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

14. INSURANCE

14.1 General terms. During the Contract Term, at no additional cost to the City, the Developer shall maintain in force at all times during the term of the Agreement the following minimum coverages and shall name the City and the Waterbury Development Corporation as Additional Insureds on a primary and non-contributory basis to all policies, except Workers Compensation and Professional Liability. All policies shall also include a Waiver of Subrogation except Builders Risk and Professional Liability. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A" VIII. In addition, all Carriers are subject to approval by the City.

		(Minimum Limits)
General Liability:	Each Occurrence	$10,000,000
	General Aggregate	$10,000,000
	Products/Completed Operations Aggregate	$10,000,000

14.2 If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the termination date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting periods for claims for the policy in effect during the Agreement for two (2) years from the termination date.

14.3 The Developer shall submit to the City of Waterbury an original, completed Certificate of Insurance prior to the Effective Date. The Developer agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of policies. Should any of the above-described policies be cancelled, limits reduced or coverage altered before the expiration date, written notice must be given to the City 30-days prior to any such cancellation, reduction or alteration.

15. ASSIGNMENTS

15.1 Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.

15.2 The foregoing notwithstanding, the Developer may assign this Agreement and its rights hereunder,

(a) in the Developer's sole discretion,

(i) subject to the City's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed to any entity in which the Developer, or an affiliate thereof, has an interest;

(ii) to any entity as security for or in connection with a financing or other financial arrangement related to the Systems, as set forth in Section 14; and,

(b) subject to the City's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed, to any other person or entity who assumes all of the Developer's rights and obligations hereunder, provided however that the effectiveness of any such assignment shall be conditioned on the Developer not being then in Default.

15.2.1 Prior to any assignment pursuant to this Section 15.2, the Developer shall provide to the City current information regarding the Developer's and all Financing Parties' addresses.

15.2.2 If Developer wishes at any time to enter into an agreement to transfer its Developer business and/or property rights to another party, Developer shall include the "re-assignment" and obligations of this Agreement with Municipality in any business transfer or sale agreement. Any purported assignment or transfer of or concerning this Agreement in violation of

this Agreement's terms is void.

15.3 The foregoing notwithstanding, the Municipality may assign this Agreement and its rights hereunder to another distressed municipality (as set forth on the Connecticut Distressed Municipalities List) of comparable kWh size upon prior written consent of Developer, not to be unreasonably withheld. Any such assignment shall be documented in writing and signed by City and the assignee.

15.4 Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that liability is assumed by the assignee. After assignment, the term "Developer" in this Agreement shall refer to the entity that was assigned the rights and obligations of the Developer hereunder, and the term "City" or "Municipality" shall refer to the entity that was assigned the rights and obligations of the Municipality hereunder.

16. MISCELLANEOUS.

16.1 Board Approvals. This Agreement is conditioned upon the approval of all required boards and/or commissions of the City.

16.2 Entire Agreement. This Agreement represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

16.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Developer and Municipality.

16.4 No Employment Status. Developer and Developer's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Municipality. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

16.5 No Association, Joint Venture, Trust, or Partnership. Nothing contained in this Option Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties to this Option Agreement.

16.6 Compliance with Laws. Developer shall comply with all applicable laws, ordinances and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work contemplated hereunder.

16.7 Headings: Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any exhibits referenced within and attached to this Agreement, including any attachments to the exhibits, shall be a part of this Agreement and are incorporated by reference herein.

16.8 Remedies Cumulative. No remedy herein conferred upon or reserved to any Party

shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statute.

16.9 Waiver. The failure of either Party to insist upon the performance of any of the terms and conditions of this Agreement or waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

16.10 Severability. If any part, term, or provisions of this Agreement is determined by an arbitrator or court of competent authority to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement that was invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to achieve the intent of the Parties most closely and in the manner closest to the stricken provision.

16.11 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Developer to dedicate the SEFs to public use or subject itself to regulation as a "public utility" (as such term may be defined under any applicable law).

16.12 Forward Contract. The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code.

16.13 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute the same agreement. Facsimile or portable document format ("PDF") or scanned signatures shall have the same effect as original (wet) signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

16.14 Non-discrimination. Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16.15 Audit. Municipality shall upon prior written notice to Developer have access to any books, documents, papers and records of Developer or any successor thereto which are directly pertinent to this Agreement for the purpose of making audit examination.

16.16 Further Assurances.

16.16.1 Additional Documents. Upon the receipt of a written request from the

other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are necessary and desirable to conduct the Parties' intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section.

16.16.2 Certificates. From time to time, Municipality shall provide within thirty (30) Business Days after receipt of a written request from Developer an estoppel certificate attesting, to the knowledge of Municipality, of Developer's compliance with the terms of this Agreement or detailing any known issues of noncompliance, and making such other representations, warranties, and accommodations requested by the recipient.

16.17 Connecticut Freedom of Information Act. Municipality is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, this Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information, falling within one of the exemptions in Conn. Gen. Stat. § 1- 210(b) and § 16-245n(d).

16.18 Calculating Time. In the event any time period or due date set forth in this Option Agreement would otherwise fall on a Saturday, Sunday or holiday, such time period shall be automatically extended to the next business day.

17. CITY CODE OF ORDINANCES, ETHICS AND CONFLICT OF INTEREST CODE, PROVISIONS.

The Developer (which shall be a "Person" as the term is defined in Section 38 of the City's Code of Ordinances) shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc., whether or not they are expressly stated in this Agreement, including but not limited to the following:

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

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

pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

17.6 It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 16.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 16.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

17.7 The Developer hereby expressly represents that it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 18(g) shall be deemed a material breach of this Agreement and shall be a violation of the City's Code of Ordinances. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 18(a-g).

17.8 The Developer is hereby charged with the requirement that they shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all

relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Procurement and Contractual Agreements", and Chapter 40 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

17.9 The Developer hereby acknowledges receipt of a copy of the Chapters 38 and 40 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 40 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing Department web site: www.waterbury-ct.gov/content/609/930/933.aspx [see two (2) links titled "procurement ordinance" and "ethics ordinance"].

17.10 The Developer is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

17.11 Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 40 of the Code of Ordinances.

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

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the above Effective Date.

Signed in the presence of:

City of Waterbury

_____

By:_____
Paul K. Pernerewski, Jr., Its Mayor
Duly Authorized

_____

Date: _____

Signed in the presence of:

Greenskies Clean Energy LLC

_____

By:_____
Vijay Singh, Its Chief Executive Officer
Duly Authorized

_____

Date: _____

Table 1

Developer SEFs and Municipality Beneficial Accounts

Reference Number	Account Number	Total kWhs
615814002	51210653044	7,277,871

EXHIBIT A to Table 1

SOLAR ENERGY FACILITIES

Old Maids Lane, Portland CT

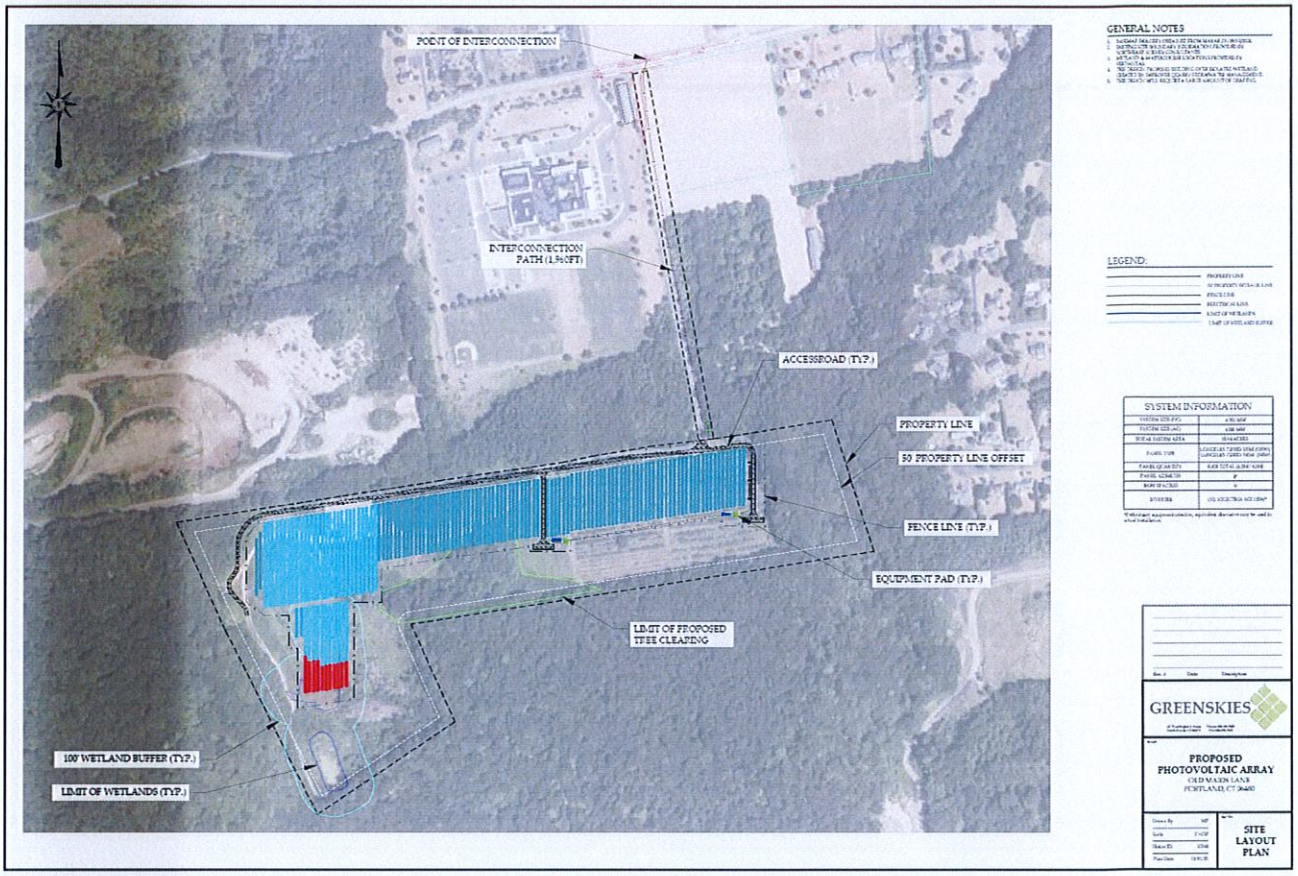


EXHIBIT B to Table 1

PROPERTY

Portland Solar: Old Maids Lane, Portland CT

EXHIBIT C

SEF Payment Table

Old Maids Lane	
Project KWhs	Waterbury Revenue Share ($/kWh)
6,770,000.00	$ 0.0010

RAFAEL FELICIANO-ROMAN
ALDERMAN – 5TH DISTRICT

Phone: (860) 932-2533
aldermanfelicianoroman@waterburyct.org



BOARD OF ALDERMEN

THE CITY OF WATERBURY

CONNECTICUT

Item #: _____
For City Clerk or Board of Alder President

Committee of Jurisdiction Request: Committee on Intergovernmental Relations

Recommendation of filer(s): The filers of this motion recommend that the proposed legislative inquiry be approved and sent to the Law Department for a written opinion/clarification on the following Ordinance. Respond back in writing to the Board of Aldermen on or/before December 2026 meeting.

Executive Summary / Memo

This order seeks a formal written clarification and legal opinion from the City Law Department regarding the application and interpretation of ®39.050, Municipal Employment of Elected Officials, of the City of Waterbury Code of Ethics. Given that several individuals currently serving on elected municipal, state, or federal bodies may also be employed by the City of Waterbury or its agencies, clarification is needed regarding the scope, applicability, and enforcement of this provision, including whether it applies to individuals who were already employed by the City prior to being elected, as well as the meaning of îseek or obtain employmentï during an elected term and the one-year period thereafter. A written opinion from the Law Department would provide clear guidance to elected officials, City employees, and the public and ensure consistent application of the Code of Ethics. Can an individual be nominated to run for a position for public office knowing they are in violation of the City Codes of Ethics?

Official Filing:

Ordered that the City Law Department provide a written clarification and ruling to the following provision in the Code of Ethics of the City of Waterbury:

§ 39.050 MUNICIPAL EMPLOYMENT OF ELECTED OFFICIALS.

No member of the City of Waterbury Board of Aldermen, City of Waterbury Board of Education, State of Connecticut elected assemblies, federal elected assemblies, or any other elected office of the City of Waterbury, State of Connecticut, or federal government shall seek or obtain employment with the City of Waterbury or its agencies during the term of said elected office and for one year thereafter.
(Ord. passed 5-20-2014)

MICHAEL DIGIOVANCARLO
ALDERMAN – 4TH DISTRICT / PRESIDENT

RAFAEL FELICIANO-ROMAN
ALDERMAN – 5TH DISTRICT



Phone: (203) 509-4049
aldermendigiovancarlo@waterburyct.org

Phone: (860) 932-2533
aldermanfelicianoroman@waterburyct.org

BOARD OF ALDERMEN

THE CITY OF WATERBURY

CONNECTICUT

Item #: _____
For City Clerk or Board of Alder President

Committee of Jurisdiction Request: Intergovernmental

Recommendation of filer(s): Send to Law Department for Review

Executive Summary / Memo

This proposed amendment to ®38.072, and ®38.073 would clarify that contracts approved and executed by the Board of Education using funds within its legally authorized budget are exempt from Board of Aldermen approval, except when the contract involves the purchase or sale of property or a bond/bonding matter. Because the Board of Education has line-item control over its budget, extending Board of Aldermen review and approval to contracts funded through that budget creates a potential conflict with the Board of Educationìs independent budgetary authority and could expose the City to unnecessary legal and administrative risk. The proposed change establishes a clear separation of responsibilities by preserving the Board of Educationìs jurisdiction over contracts connected to its approved budget while maintaining appropriate municipal oversight for property transactions and bonding matters.

Official Filing:

That the following sections of the City Code of Ordinances be amended as follows;

®38.072 EXECUTION OF CONTRACTS.

(A) *Execution by the Mayor.* The Mayor, on behalf of and in the name of the city, shall execute all contracts made by the city.

(B) *Role of the Corporation Counsel.* Upon award of a contract by the Director of Purchasing, the Corporation Counsel or an attorney acting under the authority of the Corporation Counsel shall approve all contracts, both as to form and compliance with all legal requirements of the Charter. In addition to such other legal requirements as may be examined by the Corporation Counsel, a contract shall not be deemed to comply with the legal requirements of the Charter if the Corporation Counsel determines that satisfactory proof of the availability of unexpended, appropriated funds does not exist or if the file does not include each of the following:

MICHAEL DIGIOVANCARLO
ALDERMAN – 4TH DISTRICT / PRESIDENT

RAFAEL FELICIANO-ROMAN
ALDERMAN – 5TH DISTRICT



Phone: (203) 509-4049
aldermendigiovancarlo@waterburyct.org

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BOARD OF ALDERMEN

THE CITY OF WATERBURY

CONNECTICUT

Item #: _____
For City Clerk or Board of Alder President

(1) A recitation, by the using agency, of the amount of funds to be expended by the terms of the contract, including, but not limited to, a breakdown of funds in each fiscal year of a multi-year transaction, including an estimate of capital funds in subsequent years;

(2) The special terms and conditions required by federal and state government funding sources and the identity of the personnel of the using agency responsible for the administration of the transaction covered by the contract; and

(3) The Corporation Counsel shall review the vendor-submitted insurance and bonds in order to ascertain compliance with the standards set by the Director of Finance or his designee.

(C) *Approval by the Board of Aldermen.* The following shall be subject to Board of Aldermen approval:

(1) All contracts with the exception of contracts for services which are the subject of an exemption hereunder in excess of $50,000;

(2) Any multi-year contract, accompanied by appropriate explanatory information prepared by the Director of Purchasing, (With the exception of contracts approved by the Board of Education, unless they have to do with Purchase/Sale of Property and/or the requirement of a Bond or Bonding Matters.)

(3) Contract amendments as provided in ®38.073 of this chapter;

(4) With respect to the disposition of the real property of the city, the provisions of ®38.069 of this chapter shall apply with regard to required Board of Aldermen approval; and

(5) "Hold harmless" or indemnification provisions, when the city chooses to grant the same. Notwithstanding the foregoing, the Mayor is authorized to execute contracts pertaining to grants with the state or federal governments which contain "hold harmless" or indemnification provisions that have been reviewed by the Corporation Counsel.

(D) *Artificial division of expenditures prohibited.* It shall be a violation of this chapter to artificially divide expenditures to circumvent the requirements of division (C) above.
(Ord. passed 6-20-2005,)

MICHAEL DIGIOVANCARLO
ALDERMAN – 4TH DISTRICT / PRESIDENT

RAFAEL FELICIANO-ROMAN
ALDERMAN – 5TH DISTRICT



Phone: (203) 509-4049
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BOARD OF ALDERMEN

THE CITY OF WATERBURY

CONNECTICUT

Item #: _____
For City Clerk or Board of Alder President

®38.073 AMENDMENTS TO CONTRACTS.

(A) *Generally.* Amendments to existing contracts shall require the submission of a request to amend to the Board of Aldermen in the following circumstances (with the exception of Board of Education executed Contracts pertaining to the Education Department/Education Budget, this would be voided if it pertains to Bonding Matter and/or Sales/Purchase of Property):

(1) When:

(a) The cost of the original contract was greater than $50,000 and the amendment is in the amount of $25,000 or more;

(b) The amendment would increase the contract amount to $50,000 or greater; or

(c) Any amendment sought after the contract has been amended two or more times, no matter what the dollar amount, if any, involved.

(2) When the amendment extends the term of the contract beyond one year or for a period longer than a permitted multi-year agreement.

(B) *Standards regarding the waiver of competitive procurement for amendments.* The Board of Aldermen may approve amendments without the need to proceed with the provisions of ®®38.021, 38.022 or 38.023, in the event the Director of Purchasing makes a written determination, supported by documentation, that:

(1) The amendment is consistent with the scope of services of the original procurement; and

(2) Soliciting qualifications, proposals or competitive bids for the purchase would:

(a) Cause a hardship for the city;

(b) The solicitation would result in a major increase in the cost of such equipment, materials, supplies or contractual services; or

(c) The contractor is the sole source for such commodities or services.

(C) *Due diligence.* In reaching the determination in division (A) above, the Director of Purchasing shall state, in writing, the reasons for his decision. The determination regarding sole source shall be made in conformity with ®38.026.

(Ord. passed 6-20-2005)

OFFICE OF COMMUNITY DEVELOPMENT

THE CITY OF WATERBURY

CONNECTICUT

MEMORANDUM

Date: August 27, 2026

To: Board of Aldermen, City of Waterbury

From: John Goggin
Director of Community Development
Office of Community Development

Subject: Approval of Agreement between the City of Waterbury and Ambassador Wheelchair Services, Inc., for Senior Shuttle Services

---

At your meeting on September 8, 2026, please consider approval of the attached agreement for Senior Shuttle Services between the City of Waterbury and Ambassador Wheelchair Services, Inc.

The current three-year contract for Senior Shuttle Services expires on September 30, 2026. As such, it was necessary to go out to bid for these services. Request for Proposal (RFP) #8853 for the Waterbury Senior Shuttle Transportation Program was published on July 7, 2026, and responses were opened on July 27, 2026. Two (2) proposals were received from the following businesses:

- Coordinated Transportation Solutions, Inc.
- Ambassador Wheelchair Services, Inc.

The Selection Committee made the unanimous decision to bring in Ambassador Wheelchair Services on August 12th for a roundtable discussion so that the Committee could further evaluate their RFP response.

The Selection Committee was comprised of the following individuals:

- Michael LeBlanc, Director of Finance, City of Waterbury
- John Goggin, Director of Community Development, City of Waterbury
- Sarah Geary, Manager of Budget Development & Oversight, City of Waterbury
- Seth Drewry, Program Specialist, Community Development, City of Waterbury
- Judith Mancini, Advisor to the Mayor, Office of the Mayor, City of Waterbury

- Kevin McCaffery, Director of Purchasing, City of Waterbury
- Mira Levasseur, Director & Municipal Agent for the Elderly, City of Waterbury Senior Center

Following the discussion with Ambassador Wheelchair Services, the Selection Committee met and unanimously voted to award the Senior Shuttle Transportation Program to Ambassador Wheelchair Services, Inc. Recommendation of award was based on Ambassador's extensive experience and pricing. Kevin McCaffery, Purchasing Director, notified Ambassador on August 20, 2026, that they were awarded the Senior Shuttle Transportation Project. The new contract will cover an initial term for one year with the option to extend the agreement for three (3) additional one (1) year terms:

- Year One (2026-2027)
  - October 1, 2026 - September 30, 2027
  - Price per unit of service: $15.91
- Option Period 1 (2027-2028)
  - October 1, 2027 - September 30, 2028
  - Price per unit of service: $16.39
- Option Period 2 (2028-2029)
  - October 1, 2028 - September 30, 2029
  - Price per unit of service: $16.88
- Option Period 3 (2029-2030)
  - October 1, 2029 – September 30, 2030
  - Price per unit of service: $17.22

The Waterbury Senior Shuttle Program provides the elderly of Waterbury with free transportation on a demand response basis for the purpose of medical, shopping, and social needs. The program encourages elderly involvement in the community and helps to maintain independence and self-sufficiency by providing the elderly with a means of access to services to support their total well-being. Senior Shuttle service hours are between 8 a.m. and 5 p.m. Monday through Friday; and between 8 a.m. and 1 p.m. on Saturday. The service does not operate on Sundays or on the Holidays. Additionally, no service is provided on any day when Waterbury Public Schools are officially closed for weather related reasons. For the current year (CD YR 51), a total of 23,183 rides have been provided to seniors to date.

Thank you again for your consideration of this item.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8853
For
SENIOR SHUTTLE TRANSPORTATION PROGRAM

between
The City of Waterbury, Connecticut
and
Ambassador Wheelchair Services, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor ("Effective Date"), is by and between the CITY OF WATERBURY, (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Ambassador Wheelchair Services, Inc. (the "Consultant"), located at 5 Glastonbury Avenue, Rocky Hill, CT 06067, a State of Connecticut duly registered domestic corporation (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8853** for a **Senior Shuttle Transportation Program**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8853**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and Consultant shall provide an on-demand curb-to-curb mini-transportation service for the Waterbury Senior Shuttle Program to accept reservations from eligible City seniors for transportation within the City of Waterbury and to select medical providers outside of the City between the hours of 8:00 AM – 5:00 PM Monday through Friday and 8:00 AM to 1:00 PM on Saturday and said service shall include the provision of vehicles, with at least one

lift-equipped vehicle and as set forth and further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Addendum #2, dated July 15, 2026, consisting of 3 pages, attached hereto;
1.1.2 Addendum #1, dated July 7, 2026, consisting of 2 pages, attached hereto;
1.1.3 City of Waterbury RFP 8853, consisting of 9 pages, attached hereto;
1.1.4 Consultant's Revised Cost Proposal, dated August 14, 2026, consisting of 1 page, attached hereto;
1.1.5 Consultant's Response to City RFP 8853, excluding City forms, consisting of 27 pages, attached hereto;
1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification, Corporate Resolution, Non-Collusive Affidavit, as provided and executed by Consultant, incorporated herein by reference;
1.1.7 Certificates of Insurance, incorporated herein by reference;
1.1.8 Licenses, incorporated herein by reference;
1.1.9 All applicable Federal, State and local statutes, regulations, charter and ordinances, incorporated herein by reference

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

1.2.1 Federal, State and local laws, regulations, charter and ordinances
1.2.2 Any amendments to this Contract
1.2.3 Contract
1.2.4 Consultant's Revised Cost Proposal, dated August 14, 2026, consisting of 1 page
1.2.5 Addendum #2, dated July 15, 2026, consisting of 3 pages
1.2.6 Addendum #1, dated July 7, 2026, consisting of 2 pages
1.2.7 City's RFP No. 8853, consisting of 9 pages
1.2.8 Consultant's Response to RFP 8853, excluding City forms, consisting of 27 pages

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

under the terms of this Contract, including any supplementary work and the City relies upon these.

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

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

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

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

3.2. Working Hours. To the extent the Consultant is required to be on City

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8. Reporting Requirement. The Consultant shall deliver a daily ridership log to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services

required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information.

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

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

5. Contract Time. The initial contract term shall be for one (1) year, commencing on October 1, 2026 and terminating on September 30, 2027 ("Initial Term").

5.1. Option Periods. The City shall have the option, in its sole discretion and upon reasonable notice to the Consultant, to extend this agreement pursuant to the same terms and conditions stated herein for three (3) additional (1) year terms.

5.1.1. Option Period 1: October 1, 2027 – September 30, 2028
5.1.2. Option Period 2: October 1, 2028 – September 30, 2029
5.1.3. Option Period 3: October 1, 2029 – September 30, 2030

5.2. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

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

6.1 Fee Schedule. The fee payable to the Consultant for the Initial Term shall be in accordance with the Consultant's proposal dated August 14, 2026, and as follows:

6.1.1. Initial Term.....$15.91 per ride
6.1.2. Option Period 1.....$16.39 per ride
6.1.3. Option Period 2.....$16.88 per ride
6.1.4. Option Period 3.....$17.22 per ride

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8853** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.5.1. Vehicle Costs. Consultant shall be solely responsible for all vehicle costs, including but not limited to insurance, registration fees, fuel, repairs and

maintenance.

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

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

8. Indemnification.

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

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

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

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

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

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

9. Consultant's Insurance.

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

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

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

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

9.4.1 General Liability Insurance:
$1,000,000.00 Each Occurrence,
$2,000,000.00 General Aggregate
$2,000,000.00 Products and Completed Operations Aggregate

9.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos

9.4.3 Workers' Compensation: WC Statutory Limits
Employer Liability (EL)
$1,000,000 EL Each Accident
$1,000,000 EL Disease Each Employee
$1,000,000 EL Disease Policy Limits

9.4.4 Excess/Umbrella Liability Insurance:
$2,000,000.00 Each Occurrence
$2,000,000.00 Aggregate

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City of Waterbury as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have

suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation except Professional Liability.**" The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the

Consultant represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with

subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. This section is intentionally left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

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

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

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

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies,

reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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

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

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

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not

limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Consultant shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

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

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

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

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

bank statements and canceled checks.

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

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

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

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

or equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8853**

and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8853.**

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

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

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

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

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

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

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

Consultant: Salvatore Marotta
Ambassador Wheelchair Services, Inc.
5 Glastonbury Avenue
Rocky Hill, CT 06067

City: City of Waterbury
Finance Department
235 Grand Street, 2nd Floor
Waterbury, CT 06702

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

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has

familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

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

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

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

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

(signature page follows)

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

WITNESSES:

_____

_____

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

Carol Thorpe

Kelly LaBlanc

8-26-26
Date:

AMBASSADOR WHEELCHAIR SERVICES, INC.

By: Joseph Piscitelli

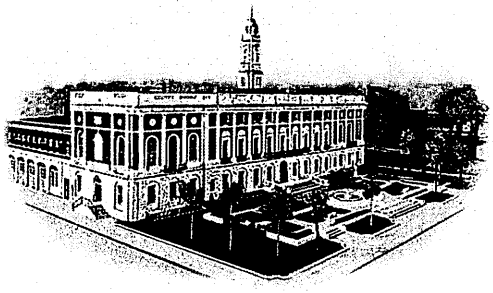
Its: Joseph Piscitelli

Regional Operations Director

ATTACHMENT A

1. Addendum #2, dated July 15, 2026, consisting of 3 pages, attached hereto;
2. Addendum #1, dated July 7, 2026, consisting of 2 pages, attached hereto;
3. City of Waterbury RFP 8853, consisting of 9 pages, attached hereto;
4. Consultant's Revised Cost Proposal, dated August 14, 2026, consisting of 1 page, attached hereto;
5. Consultant's Response to City RFP 8853, excluding City forms, consisting of 27 pages, attached hereto;
6. Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification, Corporate Resolution, Non-Collusive Affidavit, as provided and executed by Consultant, incorporated herein by reference;
7. Certificates of Insurance, incorporated herein by reference;
8. Licenses, incorporated herein by reference;
9. All applicable Federal, State and local statutes, regulations, charter and ordinances, incorporated herein by reference

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #2

July 15, 2026

RFP 8853 Senior Shuttle Transportation Program

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 2 shall be part of the Contract Documents for the above referenced **RFP #8853**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the questions and answers below.

Question: The RFP describes a provider supplying its own vehicles and maintaining at least one lift-equipped vehicle. Will the City accept a brokered service model using a qualified network of vetted subcontracted providers rather than a single owned fleet?
Answer: Recommendation is for respondent to provide sufficient details in their response to enable response reviewers to clearly understand the proposed structure(s) under which the requested services would be provided.

Question: Does the City expect the prime contractor to directly employ all drivers and dispatch staff, or may those functions be performed by subcontracted network providers under vendor oversight?
Answer: Recommendation is for respondent to provide sufficient details in their response to enable response reviewers to clearly understand the proposed structure(s) under which the requested services would be provided.

Question: Will the City permit vendors to provide service using multiple approved providers under one centralized reservation, scheduling, and quality-control process?

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Answer: Recommendation is for respondent to provide sufficient details in their response to enable response reviewers to clearly understand the proposed structure(s) under which the requested services would be provided.

Question: For the daily ridership log requirement, does the City prefer one consolidated report from the vendor as the broker, or separate logs submitted by the vendor and broken down by individual network provider?
Answer: Recommendation is for respondent to provide sufficient details in their response to enable response reviewers to clearly understand the proposed structure(s) under which the requested services would be provided.

Question: Does the City require that one designated service vehicle or provider be dedicated to Waterbury at all times, or is shared capacity across a regional network acceptable as long as trip coverage is maintained?
Answer: Recommendation is for respondent to provide sufficient details in their response to enable response reviewers to clearly understand the proposed structure(s) under which the requested services would be provided.

Question: For the lift-equipped vehicle requirement, may the vendor satisfy that requirement through a network provider with accessible vehicles rather than requiring the vendor to own and maintain such a vehicle directly?
Answer: Recommendation is for respondent to provide sufficient details in their response to enable response reviewers to clearly understand the proposed structure(s) under which the requested services would be provided.

Question: Will the City accept a single point of accountability from the vendor, with the vendor responsible for all scheduling, compliance, insurance verification, and service recovery, even though transportation is performed by a provider network?
Answer: Recommendation is for respondent to provide sufficient details in their response to enable response reviewers to clearly understand the proposed structure(s) under which the requested services would be provided.

Question: Are there any specific reporting, credentialing, or operational standards the City would like applied differently if the award is structured as a brokerage arrangement rather than a traditional fleet-operated contract?
Answer: Recommendation is for respondent to provide sufficient details in their response to enable response reviewers to clearly understand the proposed structure(s) under which the requested services would be provided.

Question: How many vehicles are currently used in daily service to operate the Senior Shuttle Program, and how many of those are lift-equipped/ADA-accessible?
Answer: Eight (8) vehicles in total are used. Three (3) are wheelchair/Lift equipped.

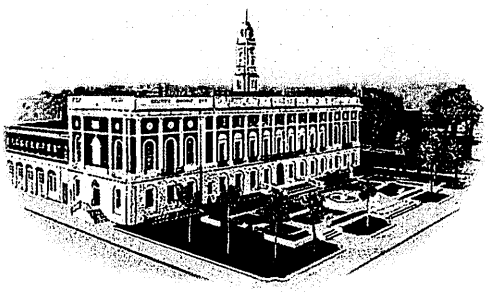
Question: Attachment E establishes separate per-ride pricing for the first 1,500 rides per month and for rides above 1,500 per month. Can the City provide monthly ridership totals for the most recent 12 months, so that proposers may accurately price each tier?
Answer:
July 2025: 2,179
August 2025: 2,202
September 2025: 2,376
October 2025: 2,589
November 2025: 2,045
December 2025: 1,948
January 2026: 1,971
February 2026: 1,786
March 2026: 2,186
April 2026: 2,290
May 2026: 2,192
June 2026: 2,228

Question: Sections L and M of the RFP are marked "Not Applicable." However, the sample contract at Section 10.3 references Connecticut prevailing wage (Title 31 §53) and the federal Davis-Bacon Act. Please confirm that no prevailing wage rate requirement applies to the services under this contract.
Answer: Based on the current funding source and scope of services under this RFP, Connecticut prevailing wage requirements under Title 31 and the federal Davis-Bacon Act do not apply to this contract. The successful contractor remains responsible for complying with all other applicable federal, state, and local laws and regulations.

Thank you.
Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

July 7, 2026

RFP 8853 Senior Shuttle Transportation Program

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8853**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

The Contract Documents are hereby amended as follows:

1) The RFI period has been re-opened. The cutoff time to post questions is July 14, 2026 at 2:00PM.

2) Answers will be posted by 2:00PM on July 17, 2026.

3) The due date and time to submit proposals is now 11:30AM on July 27, 2026.

Please refer to the questions and answers below.

Question: Will the city provide an extension to the deadline?
Answer: Yes, the due date and time to submit proposals is now 11:30AM on July 27, 2026.

Question: Out of the approx. 23K rides, how many were Door to Door requests?
Answer: The City does not collect or receive reporting on the number of door-to-door trips provided under the current contract. Therefore, an exact number is not available. Proposers should assume that door-to-door service may be required on an as-needed basis in accordance with the requirements of the RFP.

Question: Does the city require a specific fleet mix to run the program?

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Answer: No. The City does not require a specific fleet mix. Proposers are responsible for providing a fleet sufficient to meet the service requirements of the contract. As specified in the RFP, the contractor must provide all vehicles necessary to perform the services, including at least one lift-equipped vehicle.

Question: Is there a size requirement for the ADA vehicle?

Answer: There is no specific minimum or maximum vehicle size required. The ADA-accessible shuttle vehicle must comply with all applicable requirements of the Americans with Disabilities Act (ADA) and U.S. Department of Transportation regulations for the intended service. The vehicle must safely accommodate at least one passenger using a wheelchair or other mobility device, including an ADA-compliant boarding lift or ramp, wheelchair securement system, and occupant restraint system. The proposed vehicle must also meet all passenger capacity and operational requirements specified elsewhere in the RFP.

Thank you.
Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL - 8853
BY
THE CITY OF WATERBURY
Finance Department
Community Development Office
Senior Shuttle Transportation Program

The City of Waterbury, *Department of Finance, Community Development Office* (hereinafter "City"), is seeking proposals from qualified operators to run the Waterbury Senior Shuttle Transportation Program.

A. Background and Intent

The Waterbury Senior Shuttle Program provides the elderly residents of Waterbury with affordable transportation on a demand response basis for the purpose of medical, shopping and social needs. The program encourages the elderly involvement in the community and helps to maintain independence and self-sufficiency by providing the elderly with a means of access to services to support their total well-being.

Senior Shuttle service hours are between 8:00 a.m. and 5:00 p.m. Monday - Friday, and between 8:00 a.m. and 1:00 p.m. on Saturdays.

The Waterbury Senior Shuttle Program has seen a significant increase in the program registrants and rides. Program registrants are nearing 3,000 with the annual rides exceeding 23,000. A "ride" is considered a one-way transport of one Waterbury senior citizen.

B. Qualifications

Eligible proposers will be those that have the following qualifications:

1. Eligible service providers must demonstrate at least two year's experience in operating a mini-transportation service and have all requisite licensing and insurances.
2. A proposer with a proven track record in providing these types of or similar services for municipal governments.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

The service must be provided from 8:00 A.M. to 5:00 P.M. Monday through Friday, and Saturday service from 8:00 A.M. and 1:00 P.M. The service provider must follow up on all daily rides given to ensure that no senior is stranded and that everyone is accounted for. No service shall be required on Sunday and on the following holidays, or its date of public observance: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. No service shall be required on any day when the

City's public schools are officially closed for weather related reasons, such as for an entire school day or any period of morning opening delay or any period of early school closing.

All service is curb-to-curb except in those instances where the rider needs extra assistance and could use door to door support.

The service area is the City of Waterbury. However, due to changing locations of medical providers, the service is allowed to take seniors to 166 Waterbury Road, Pond Place, Prospect and 1579/1625 Straits Turnpike, Middlebury.

Provider must accept reservations between the hours of 9:00 A.M. and 12:00 P.M. Monday through Friday. Reservations must be made with service provider one day in advance. Medical reservations may be made up to one (1) month in advance. Provider must submit daily ride log to the City.

Provider must supply daily ridership log including the following information: client's name and identification number; pick-up and drop-off destinations; times of service and noted cancellations. This daily log must be provided to the City by the end of the next business day.

Service providers must provide their own vehicles and have at least one (1) lift-equipped vehicle. All vehicle costs including but not limited to insurance, registration, fuel, repairs and maintenance is the responsibility of the service provider. All vehicles shall be road safe at all times or removed from service. The provider is responsible to perform daily inspections of the vehicles and maintain all necessary fluid levels. Service providers must maintain smoke free vehicles.

D. Agreement Period

The City anticipates a one-year initial contract term beginning on October 1, 2026 to September 30, 2027 with up to three (3) additional one-year renewals possible under City-held renewal options resulting from this RFP.

E. Insurance

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

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on July 6, 2026**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by July 9, 2026, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Community Development Office.

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of ***(90)*** days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the

instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to

comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Attachment B.

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and ***(4)*** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on July 15, 2026. Proposals received after that time shall not be considered.**

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

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

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
    i. Organization name and the name, title, address and telephone number of a responsible contact person.
    ii. Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
    iii. For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

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

3. Statement of Qualifications and Work Plan

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

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

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

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

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

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

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

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

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

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

2. Selection Process

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

K. Rights Reserved To The City

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

L. Federal, State and Local Employment Requirements (Not Applicable)

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban

Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements (Not Applicable)

i. The contractor who is selected to perform this public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by Public Act 23-204 and Public Act 25-168. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

iii. For public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports

Unit Price Per Ride

Applies to all rides

Year 1 10/1/2026 – 9/30/2027	Option Year 1 10/1/2027 – 9/30/2028	Option Year 2 10/1/2028 – 9/30/2029	Option Year 3 10/1/2029 – 9/30/2030
$15.91	**$16.39**	**$16.88**	**$17.22**

Joseph Pesatelli
8.14.26

Gabriela Maretta

8/14/2026

5 Glastonbury Ave
Rocky Hill, CT 06067

DOT# 2564

Ambassador WHEELCHAIR SERVICES, INC.

PH - 860-257-0885
Fax - 860-257-0835
www.Ambasssadorwheelchair.com

CITY OF WATERBURY
SENIOR SHUTTLE TRANSPORTATION PROGRAM

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5 Glastonbury Ave
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July 27, 2026

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

Dear Mr. McCaffery:

Ambassador Transportation, Inc. is pleased to submit the enclosed response to the City of Waterbury RFP No. 8853 for Senior Shuttle Transportation Services.

You will see that Ambassador Transportation offers a successful history of experience, local presence, financial strength and owner/manager commitment.

EXPERIENCE

Ambassador Wheelchair, Inc. has been in operation since 1991 providing wheelchair and livery services to numerous towns as well as school district's special education programs.

Our single best reference is Waterbury as we currently provide Senior Shuttle Transportation Services to Waterbury residents under this contract for the past three years. We believe we have provided the required services that each individual resident needed without exception. We believe we provided these services at the most reasonable and fair price. Our proposal to this new RFP presents the same level of high service and low cost.

Our experience in Senior Transportation Services include:

Hartford Dial-A-Ride
Wethersfield Dial-A-Ride
New Haven Senior Shuttle

See Section 2b for details and references for the above operations.

Our complete list of Special Education, Out-of-District Transportation and/or wheelchair service experience provided by Ambassador include:

- Rocky Hill
- Hartford
- Wolcott
- Watertown
- Cromwell
- East Haven
- West haven
- Waterbury
- Newington
- Regional Districts 10 and 14
- Bristol
- Guilford
- Madison
- North Branford
- Vernon
- Rhode Island Dept. of Education
- Capital Region Education Council

Other Transportation Projects:

- Central Connecticut State University Campus Shuttle
- Medical Transportation, Newington Veterans Hospital
- Medical Transportation, Connecticut Department of Social Services
- Connecticut Department of Children and Families

Ambassador Transportation currently operates 315 vans/cars and 45 wheelchair vehicles.

LOCAL PRESENCE

Ambassador Wheelchair has operations throughout Connecticut. Everyone within our operations are local people who understand the culture and needs of the students they transport.

OWNER/MANAGEMENT COMMITMENT

Ambassador Transportation, Inc. is jointly owned by Mr. Rosario Fazzina and Mr. Salvatore Marotta since its inception in 1991.

Ambassador Transportation, Inc. has been working for the City of Waterbury for the past twelve years. We believe the City of Waterbury has been fully satisfied with our service throughout the period of our service. The City of Waterbury can expect the same level of service from Ambassador Transportation, Inc. under this contract.

We believe our bid offers the best plan for success at the best price.

STAFFING IS THE KEY

Adult transportation is completely a people business

- Ambassador offers leadership with extensive background and experience.
- Ambassador has a strong history of utilizing responsible staff for all levels of the business.
- Ambassador has a strong history of focusing on the spirit of affirmative action policy. Ambassador employees currently represent over ninety-eight percent minority and/or women.

Ambassador acknowledges the conditions outlined in Section H of this RFP and is willing to adhere to these conditions.

Ambassador will be the sole transportation provider under this contract. We will not subcontract any of this work.

Ambassador acknowledges receipt of Addendum No. 1 dated July 7, 2026 and Addendum No. 2 dated July 15, 2026.

We look forward to continuing our working relationship with you to provide the best transportation service for your residents under the Senior Shittle Transportation Program.

Thank you.

Salvatore Marotta
Secretary/Treasurer

5 Glastonbury Ave
Rocky Hill, CT 06067

DOT# 2564

Ambassador
WHEELCHAIR SERVICES, Inc.

PH - 860-257-0885
Fax - 860-257-0835
www.Ambasssadorwheelchair.com

SECTION 1

PROPOSER INFORMATION

A. Firm Name: Ambassador Wheelchair Services, Inc.

B. Permanent Main Office Address: 5 Glastonbury Ave., Rocky Hill, CT 06067

C. Date Firm Organized: 1991

D. Legal Form of Ownership: Connecticut Corporation

E. Number of Years in Service: 42 years

F. Names, Titles, Background and Experience of Principal Organization Members:

a. **Mr. Joseph Piscitelli, Operations Manager – see resume in Section 2c**

b. **Ms. Carol Thompson, Reservationist – see background statement in Sect. 2c**

c. **Mr. David Jones, Dispatcher – see background statement in Section 2c**

d. **Mr. Ricardo Wilanow, Reservationist – see resume in Section 2c**

5 Glastonbury Ave
Rocky Hill, CT 06067

DOT# 2564

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SECTION 2

Experience, Expertise and Capabilities

5 Glastonbury Ave
Rocky Hill, CT 06067

DOT# 2564

Ambassador
WHEELCHAIR SERVICES, INC

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Fax - 860-257-0835
www.Ambasssadorwheelchair.com

Section 2a

PHILOSOPHY STATEMENT AND BUSINESS FOCUS

Ambassador Wheelchair Services, Inc. successfully operates under the three key philosophies – caring, fairness, and collaboration.

- Caring – there's nothing more important in this world than to care about everyone. To that end, our focus is to provide ultimate care to the clients we serve through our transportation operations. This philosophy is instilled into each employee by caring for them as well. This culture starts from the top with the Ambassador's owners, top management, supervisors and continues throughout the organization.
- Fairness – fairness is the key tool to caring. To care about people is to treat them fairly. This does not mean to treat them equally. The culture ensures that every person is treated as an individual with individual needs. It is clear that every client has different needs that must be attended by our drivers, reservationist, dispatchers and all others involved in the client's day. Not as clear is the fact that all clients have different needs. Each client comes from a different background and will have different needs. Our employees are perpetually trained to recognize this fact and to adjust their service based on these needs.
- Collaboration -- we see "collaboration" as a fancy term for strong and routine communication with everyone. We foster strong internal communication with all employees of our operation. We further foster strong communication with our client's and your transportation department.

Ambassador Transportation, Inc. has a strong reputation for professional service in all of our contracts – large and small. This is exemplified by the references we have provided in this RFP response. While we provided three references as required in this RFP, we are more-than-willing to provide references from all of our current contracted clients if you so desire.

The City of Waterbury, as with all of our clients, will work directly with Ambassador management. Ambassador management and staff work with the various Ambassador subcontractors on a day-to-day basis to ensure excellent performance. We are able to address individual needs quickly and effectively.

The Ambassador Transportation model provides the highest level of management responsiveness and capability.

Ambassador's top management will work with The City of Waterbury on a routine basis to ensure all transportation service exceeds expectation.

5 Glastonbury Ave
Rocky Hill, CT 06067

DOT# 2564

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WHEELCHAIR SERVICES, Inc.

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SECTION 2b

SUMMARY OF RELEVANT EXPERIENCE

Ambassador Wheelchair Services, Inc. has been in operation since 1991. Ambassador has grown to be the largest transportation company in Connecticut.

Three examples of Ambassador's experience in Senior Transportation Services (with references) include:

Hartford Dial-A-Ride
Mr. Carmen Chaparro, MS
Project Leader
131 Coventry Street
Hartford, CT 06112
(860) 757-4743
F: 860) 722-6851

Wethersfield Dial-A-Ride
Ms. Erica Texeira, MS, LMFT
Assistant Director of Social, Youth and Senior Services
Town of Wethersfield
860-721-2885

New Haven Senior Shuttle
Ms. Tomi Veale
Director of Elderly Services
City of New Haven Elderly Services Department
165 Church St. New Haven, CT 06510
O. 203.946.7854/ tveale@newhavenct.gov

The above three contracts are currently on-going operations.

Please note that we currently provide Out-of-District Special Needs Transportation for the City of Waterbury.

Our complete list of Special Education, Out-of-District Transportation and/or wheelchair service experience provided by Ambassador include:

- Hartford Dial-A-Ride
- Rocky Hill
- Wolcott
- Watertown
- Cromwell
- East Haven
- West haven
- Waterbury
- Newington
- Regional Districts 10 and 14
- Bristol
- Guilford
- Madison
- North Branford
- Vernon
- Rhode Island Dept. of Education

Other Transportation Projects:

- Central Connecticut State University Campus Shuttle
- Medical Transportation, Newington Veterans Hospital
- Medical Transportation, Connecticut Department of Social Services
- Connecticut Department of Children and Families

You may request further references from these clients if you want more than what is offered in section 2b of this proposal

Ambassador Transportation currently operates 168 vans/cars and 40 wheelchair vehicles.

Our sister company, Autumn Transportation, Inc., provides yellow school bus transportation for the City of Hartford, the City of Wethersfield and the Capital Region Education Council operating over 400 buses. Autumn is wholly owned by the owners of Ambassador Wheelchair, Inc.

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SECTION 2c

PERSONEL LISTING

- **Mr. Joseph Piscitelli, Operations Manager – see attached resume**
- **Ms. Carol Thompson, Reservationist – see background statement**
- **Mr. David Jones, Dispatcher – see background statement**
- **Mr. Ricardo Wilanow, Reservationist – see attached resume**

Joseph A. Piscitelli

38 Old Kiln Rd
North Haven, CT 06473
(203) 927-7813

WORK HISTORY

Vice President, Autumn Transportation, September 2018 – Current
Responsibilities:

- Oversee Daily Operations
- Process accounts payables
- Invoice clients
- Submit and verify workman comp and automobile insurance claims
- Process and review accident reports with employees & insurance company
- Spec & purchase vehicles
- Manage customer concerns/complaints
- Oversee approximately 150 employees
- Process weekly payroll
- Produce prospective customer bids/contracts
- Purchasing
- Oversee Safety Department

Senior Operations Manager, Premier Limo, May 2016 – September 2018 (Full-Time)
Responsibilities:

- Oversee Daily Operations
- Produce monthly P&L
- Schedule and process vehicle maintenance
- Submit and Verify Insurance Claims
- Process and review accident reports with employees & insurance company
- Spec & purchase vehicles
- Manage customer concerns/complaints
- Manage approximately150 – 210 employees

Owner/Operator, Cap Auto Rental, February 2015 – May 2016 (Full-Time)
Responsibilities:

- Oversee Daily Operations
- Process Customer Rental Agreements
- Schedule and process vehicle maintenance
- Process Accounts Receivable & Payable
- Submit and Verify Insurance Claims
- Invoice Customers

Director of Maintenance, Safety & Compliance, Premier Bus Lines June 2014 – January 2015 (Full-Time)
Responsibilities:

Oversee maintenance personnel and drivers
Verify company is in compliance with state and federal regulations
Problem solve any out of compliance situations
Create & Maintain department budget

Transportation Coordinator, North Haven Public Schools, September 2010 - June 2013 (Full-Time)
Responsibilities:

School Bus Routes
Calculate & Produced Annual Budgets
Communicate directly with vendor
Customer Service relations with Parents
Liason between schools and bus vendor
Work closely with all levels of Board of Education
Residency Issues
Investigate requested Bus Stop Changes
Attend BOE and State Hearings
Process vendor invoices

Manager, M&J Bus Inc., May 2010 - September 2010 (Full-Time)
Responsibilities:

Oversee daily operations for 200+ employees
Instruct Dispatchers
Driver Routing
Communicate directly with drivers on safety issues
Oversee payroll
Customer Service

Manager/School Bus Instructor, Winkle Bus Company, August 2006 - May 2010 (Full-Time)
Responsibilities:

Oversee daily operations for 60+ employees
Instruct Dispatchers
Driver Routing
Communicate directly with drivers on safety issues

Fleet Supervisor, Connecticut Motor Club, December 2004 – August 2005 (Full-Time)
Responsibilities:

Oversee the Towing, field, dispatch Departments
Instruct Dispatchers
Interviewed & trained new drivers.
Upkeep driver's DQF and road service files

General Manager, Lombard Motors, August 2003 - December 2004 (Full-Time)
Responsibilities:

- Support owner in supervising daily operations
- Calculate & Produce Annual Budgets
- Processed Accounts Payable
- Provide automobile assistants, recovery & repairs
- Assist customers, local & stated departments
- Instruct dispatchers & tow truck driver's of three locations
- Drive tow, roll-off, flat-bed, heavy duty & rotator trucks

Assistant Contract Manager, First Student Bus Company, May 2001 - August 2003 (City contract assumed from Dattco Bus Company) (Full-Time)
Responsibilities:

- Oversee daily operations for 300+ employees
- Support Contract Manager with daily operations
- Provide assistance to internal & external customers
- Coach employees for optimal performance
- Manage entire operation in the absence of Contract Manager
- Handle Board of Education on complaints, billing issues & budgets
- Calculate & Produce Annual Budgets
- Processed Accounts Payables
- Attend bi-weekly meetings with the Transportation Department

Operations Manager, Dattco Bus Company, September 1991 - May 2001 (Full-Time)
Responsibilities:

- Supervise approximately 300 drivers
- Oversee & instruct dispatchers
- Route management
- Communicate directly with drivers on safety issues
- Conduct monthly safety meetings
- Assist in payroll & human resource issues
- Handle Board of Education complaints, billing issues
- Attend bi-weekly meetings with Transportation Department
- Assist in creating bell times & mass mailing of startup post cards

CERTIFICATIONS

Dattco certified to investigate accidents
Certified Connecticut School Bus Driver Instructor
State of Connecticut CDL Instructor
NSA/Connecticut State certified to perform controlled substance & alcohol collections
Certified for Connecticut State and FBI finger printing
Notary of Public
Student Restraint

LICENSE

Connecticut CDL, Class B with P/S Endorsements

EDUCATION

High School Diploma for General Studies

SKILLS

I possess a positive attitude, superb computer skills include Windows, Livery Coach, Outlook, Touch Point, RentWare, Map Net NT, Trapeze, Bus Boss, Transfinder, Munis, PowerSchool, Word, Excel, Works & Tenex. I am an effective problem solver with strong written and verbal communication skills who is able to work well alone or as a member of a team. My work shows that I am detail oriented, well organized and a self-starter.

Recardo Wilanow

129 H Brittany Farms Road - New Britain, CT 06053
(860) 922-5117 •
rwolanow@yahoo.com

Key Qualifications

An accomplished high-level manager and producer. Mr. Wilanow has experienced success in all the projects he spearheaded throughout his career.
Tri-lingual: English, Spanish and Portuguese.

Management Style and skills - Proven ability to understand the clients and the people he works with. He combines technological, creative and human elements to create a look and feel which is unique and appropriate to it. Effective working with large and small budgets. Outstanding evaluator and manager of talent.

Work Experience

August 2022 – current

AMBASSADOR WHEELCHAIR - In charge of the Dial-a-Ride service for three Towns – Wethersfield, Newington & Rocky Hill. Responsible for the coordination of the reservations and cancellations of all passenger appointments as needed.

Mr. Wilanow's proficiency in Spanish, Portuguese and English allows him to effectively coordinate transportation to meet the needs of all clients.

2015 - 2022 – International Correspondent (Freelancer)

ABC Mundial.com • ABC Mundial is a news website based in Buenos Aires, Argentina. • Responsible for reporting news as requested. From politics to immigration, sports or economics among others. • The reports could be on camera or just writing

March-May 2008

Special: Telemundo Hartford/ Springfield Executive Producer/Reporter • In charge of the production of 16 shows for a program called "Salu2 Nueva Inglaterra". A weekly variety program broadcast in Connecticut, Massachusetts and Rhode Island for the New England Hispanic

community. Packed with local information regarding the latest news and entertainment, celebrity interviews and coverage of community events. Program developed around specific themes: Financial, planning, childcare, education and families. Salu2 offered relevant content as well as the opportunity to attend live trappings. Was to be the only local Spanish- language program produced in the Hartford/Springfield markets Producer / Correspondent/Consultant

2003—2015

REFLEXO TV (Atlanta, GA) • Free lance producer. Sub contractor of ISA (International Surfing association) • Working with the head of the company to create an international show about surfing competitions from all around the world. The show would be aired in different languages. • Being responsible for all aspects of a tv's production.

MERCURY PRODUCTIONS (International Multimedia Company-Buenos Aires, Argentina) Freelance Segment Producer/Occasional international correspondent. Contracted as needed to research, produce, write and edit reports on such topics as: Social issues, immigration, politics, elections, visiting Presidents and dignitaries, the US, economics, etc. Additionally, served as primary consultant for new shows developed for the South American market.

2000 – 2002

National Government of Argentina Chief of Radio and Television department - Special Assistant to the President • Reporting directly to President Fernando de la Rua, managed a 16-person staff of professionals who provided a 24 hour/day, 7 day/week monitoring and analysis of global radio and television coverage of events and personalities in Argentina.

1998 – 2000

ESPN INTERNATIONAL (Bristol, Connecticut) Producer / Manager of Anchors • Directed a multi-lingual team of 54 announcers in live, news and taped programming broadcast to Latin America and South America for the world leader in cable televised sports. Developed and implemented procedures and guidelines by which announcers and production team worked together. Hired and scheduled announcers. Served as a liaison between production and talent. The total program offerings included major professional sporting events, European and South American soccer, world and regional sport news and regional programming • Traveled throughout the United States, Europe and South America to be able to be on-site at major productions. These included the World Series, NBA finals, the Super Bowl, The Masters and major and European and South American tournaments. • Utilized language skills, in-depth knowledge of the audience, and decision-making/leadership ability to contribute to a world class standard of quality in programming and execution.

1996-1997

TURNER BROADCASTING CORPORATION (Atlanta, GA) Senior Writer/Producer of Original Productions. Due to background as well as performance with **CNN** (Detailed below), asked by executive management to apply talents to this entertainment programming and major sporting events (including golf tournaments and NBA Basketball) • Developed successful programs including movie festivals, junkets and special sports features. • Utilized specialized expertise in the Brazilian market to help TNT

understand and adapt to it's unique business and culture climate. • Wrote extensive copy in Spanish. **CNN:** Senior News Producer • Recruited to help lead the launching of this 24-hour/day cable news network in Latin America. • Solely responsible for news production during a major portion of the day. Helped CNN en ESPANOL successfully develop a positive presence in the Latin America market.

5 Glastonbury Ave
Rocky Hill, CT 06067

DOT# 2564

Ambassador
WHEELCHAIR SERVICES, INC.

PH - 860-257-0885
Fax - 860-257-0835
www.Ambasssadorwheelchair.com

Ms. Carol Thompson

RESERVATIONIST/CUSTOMER SERVICE REPRESENTATIVE

BACKGROUND STATEMENT

Ms. Thompson has been with Ambassador Wheelchair Services, Inc. for the past 23 years serving our customers in various Dial-A-Ride Operations. She is dedicated to providing high quality service to all our clients. She has a long history of success in our operations.

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MR. DAVID JONES

RESERVATIONIST/CUSTOMER SERVICE REPRESENTATIVE

BACKGROUND STATEMENT

Mr. Jones has been with Ambassador Wheelchair Services, Inc. for the past twenty-seven years serving our customers in various Dial-A-Ride Operations. His longevity in our company is testament to his hard work and dedication to our business goals. He has exceeded our clients' needs throughout his career.

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SECTION 2d

Statement of Conflict of Interest

Autumn Transportation, Incorporated, its ownersw and its affiliates have no business, financial, personal or other types of relationships which may pose a conflict of interest.

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SECTION 3

STATEMENT OF QUALIFICATIONS AND WORK PLAN

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SECTION 3a

STATEMENT OF QUALIFICATIONS

Ambassador Wheelchair Services, Inc.is set-up to perfectly meet the requirements sought in this RFP. We provide superlative experience and the financial strength to ensure exceptional daily transportation services to be provided to the Senior Citizens of the City of Waterbury.

We have provided a complete list of all our contracts with various cities and entities in Section 2b of this proposal. We also provide references applicable to other clients that we provide the exact type of service outlined in this RFP.

We believe these on-going successful operational experiences are one of the two essential factors that guarantee the City of Waterbury future long-term success of your operations. The second essential factor is the need for solid Key Personnel to manage this project correctly. Section 2c of this proposal outlines the extensive experience and success of the key personnel being proposed.

You will see that the history of Ambassador Wheelchair Services, Inc. successful experience is entirely in Connecticut. We have been in business for forty-two years. You will also see that the proposed key personnel are long-term employees who demonstrate many over one-hundred years of combined service to Ambassador Wheelchair Services, Inc.

Ambassador Wheelchair Services, Inc. has never failed to complete a contract for any reason. Ambassador Wheelchair Services, Inc. has never had a contract terminated before its contracted expiration date.

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SECTION 3b

WORK PLAN

Ambassador Wheelchair Services, Inc. is fully prepared to immediately provide service to Waterbury Senior Citizens under this contract:

- **Our operation center in Waterbury which currently serves the Waterbury Out-of-District Student Transportation Services will be used to service this contract as well.**
- **We are able to immediately acquire new vehicles to service this contract,**
- **We are able to use our current roster of back-up drivers to handle this work as we recruit to hire new back-up drivers.**
- **Our current Call Center and Dispatch Center is fully capable to take on this new workload.**
- **Our intake/reservation staff as well as our dispatch staff is fully prepared and trained to handle this new workload.**

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SECTION 3c

SERVICES EXPECTED OF THE CITY

Ambassador Wheelchair Services, Inc. does not need anything out of the norm from the City of Waterbury. Obviously, all information needed for trip routing as well as any special instructions will be needed in a timely manner.

We request that a routine line-of-communication exist between the key players from both sides. Ambassador top management will be available to the City of Waterbury twenty-four hours a day/365 days per year regarding communication.

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DOT# 2564

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SECTION 4

COST PROPOSAL

NOTE: Cost proposal is submitted under separate cover as required by this RFP

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SECTION 5

INFORMATION REGARDING:

Failure to Complete Work, Default and Litigation

A. Ambassador Wheelchair Services, Inc. has never failed to complete any work awarded to us.

B. Ambassador Wheelchair Services, Inc. has never defaulted on a contract.

C. There is no pending litigation involving Ambassador Wheelchair Services, Inc., Inc. or its affiliates.

D. Ambassador Wheelchair Services, Inc. has never had a contract terminated for cause.

E. Ambassador Wheelchair Services, Inc. has never been named in a lawsuit related to errors and omissions.

F. Ambassador Wheelchair Services, Inc. has never filed for protection under the Federal bankruptcy laws.

G. There are no factors or information that could affect Ambassador Wheelchair Services, Inc.'s ability to provide the services being sought by the City of Waterbury.

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SECTION 6

EXCEPTIONS AND ALTERNATIVES

Ambassador Wheelchair Services, Inc. does not need to take any exceptions to any requirements in the RFP.

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 8/27/2026

From: **Delinquent Tax Office**

To: **Seth Drewry- Program Specialists**
Community Development

Subject: **Tax Clearance Verification**

As of the date of this letter, the records of the Tax Collector's Office indicate that the following ***are not*** delinquent in the payment of property taxes, water charges, or parking tickets.

Ambassador Wheelchair Services, Inc.
Rosario Fazzina
Salvatore Marotta
5 Glastonbury Ave.
Rocky Hill, CT 06067

If you have any questions or require additional information regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Respectfully,

Heidi Barbieri. CCMC
Deputy Tax Collector
City of Waterbury

HB/wf

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: August 27, 2026

To: Michael DiGiovancarlo
President, Board of Aldermen

Members, Board of Aldermen
Mayor Paul K. Pernerewski, Jr.

From: Michael LeBlanc, Director of Finance MJL

Subject: Revenue Share Agreement for Municipal Virtual Net Metering Offtake between the City and Greenskies Clean Energy LLC (RFP #7999) for a solar project in Portland

Dear Honorable Members of the Board of Aldermen,

Kindly give favorable consideration by approving the attached Revenue Share Agreement between the City of Waterbury and Greenskies Clean Energy LLC ("Greenskies").

The Revenue Share Agreement constitutes the long-term contract contemplated under the March 13, 2024 Option Agreement between the City and Greenskies under RFP #7999, as amended by the First Amendment dated March 11, 2026. The Option Agreement as amended by the First Amendment authorized the City and Greenskies to work together to develop solar projects in Eversource territory that would be associated with the electricity consumption by the City's Eversource Beneficial Accounts, through Virtual Net Metering ("VNM"), and would receive clean energy incentives under the Eversource Non-Residential Renewable Energy Solutions ("NRES") program.

The Option Agreement as Amended by the First Amendment explicitly contemplated the attached Revenue Share Agreement as the long-term contract between the Parties. The Revenue Share Agreement memorializes the upfront payment to the City of twenty-nine dollars and seventy cents ($29.70) per kilowatt in direct current (DC) based on the "as-built" system size when the Portland solar project receives permission to operate from Eversource. That upfront payment is estimated to be $165,000 and will likely be received by the City in mid-2027. The City will also receive a share of the NRES program incentive every year for 20 years based on the electricity production of the Portland solar project, which is estimated at $160,000 total over 20 years. The total estimated benefit to the City from this Revenue Share Agreement with Greenskies for the Portland solar project is approximately $325,000 over 20 years.

In the time since execution of the Option Agreement and First Amendment, Greenskies has been developing five solar projects in Eversource territory (in Portland, Woodbury, Manchester, and Marlborough) that will be associated with electricity consumed by the City's Beneficial Accounts through VNM. Together, these

five projects are estimated to provide an overall financial benefit to the City of approximately $1 million over twenty years, through a combination of up-front payments to the City from Greenskies, and twenty years of bill credits from Eversource on the City's beneficial electric accounts. Construction of the Portland solar project is scheduled to begin in late 2026.

Attached please find the Revenue Share Agreement between the City of Waterbury and Greenskies along with all relevant materials. One record copy of the contract documents will be submitted to City Clerk, and six copies will be submitted to the Board of Aldermen.

NON-RESIDENTIAL RENEWABLE ENERGY SOLUTIONS (NRES) PROGRAM
MUNICIPAL REVENUE SHARE AGREEMENT

This NRES Municipal Revenue Share Agreement ("Agreement") is made and entered into as of _____2026 ("Effective Date") by and between Greenskies Clean Energy LLC, a Delaware limited liability company ("Developer"), and the City of Waterbury, a Connecticut Municipality with a principal place of business at 235 Grand Street, Waterbury, Connecticut 06702, acting herein by Paul K. Pernerewski, Jr., its Mayor, duly authorized, ("Municipality" or "City"). Developer and Municipality are each sometimes referred to as a "Party" and collectively as the "Parties" in this Agreement.

RECITALS

WHEREAS, the State of Connecticut has enacted a six-year State, Agricultural & Municipal competitive auction program pursuant to Conn. Gen Stat, §§ 16-244u and 16-244z of the General Statues of Connecticut (Conn. Gen. Stat.) referred to as the Non-Residential Renewable Energy Solutions - State, Agricultural, and Municipal Program ("NRES Program");

WHEREAS, Greenskies Clean Energy LLC submitted a proposal to the City in response to RFP No. 7999 (the "RFP") for municipal virtual net metering ("VNM") offtake for participation in the NRES Program, to which the successful proposer shall design, build, operate and maintain one or more solar photovoltaic systems in Eversource electric territory that will provide financial benefit to the City through VNM and the NRES program;

WHEREAS, the Municipality accepted the Greenskies Clean Energy LLC's Response Proposal to the RFP and entered into an Option Agreement with Greenskies Clean Energy LLC dated March 13, 2024, as amended by the First Amendment to Option Agreement dated March 11, 2026; and

WHEREAS, Developer submitted an application into Eversource's ("Electric Distribution Company") Year 3 bid auctions of the NRES Program that commenced on February 1, 2024, and the Buy-All Bid for the Developer's Solar Energy Facility as defined below ("SEF") was selected in Year 3 of the NRES Program; and

WHEREAS, Municipality has one or more Beneficial Accounts (as defined below) and desires Developer to assign one or more of these Beneficial Accounts to Developer's SEF to receive an up-front payment and quarterly payments monetized per Developer's competitive bid and in proportion to the electric generation ("Energy") production of the SEF for twenty (20) years and in accordance with the Buy-All Bid by Developer in the NRES Program.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Municipality hereby agree as follows:

AGREEMENT

1. DEFINTIONS

"Beneficial Account" means the individually numbered accounts (i.e., meters) of Municipality with its Electric Distribution Company eligible to receive quarterly payments associated with the energy produced by the SEFs and shown on a Consolidated Electric Bill of Municipality.

"Business Day" means any day other than Saturday, Sunday, or any other day on which banking institutions in Connecticut required or authorized by applicable federal or state law to be closed for business.

"Buy-All Bid" means a competitive bid by Developer in the NRES Program where Developer's SEF is compensated at a single fixed $/kWh price via a quarterly payment on each of Municipality's Beneficial Accounts. The SEF exports all electricity directly to the grid without supplying power to any on-site load.

"Commercial Operation Date" means the date when the SEF receives approval to energize from the Electric Distribution Company and delivers Energy to the electric grid sustainably.

"Consolidated Electric Bill" means that both the energy supply and delivery charges are included on the same electric bill that the Electric Distribution Company provides to Municipality.

"Energy Capacity" means the maximum quantity of electric energy measured in kilowatt hours (kWh) generated by the SEF and is capable of being delivered to the electric grid as set forth in Table 1.

"Energy Production" means electric energy measured in kilowatt hours (kWh) generated by the SEF and is capable of being delivered to the electric grid and any point in time.

"Energy Usage" the consumption of electric energy measured in kilowatt hours (kWh) by any Beneficial Account of Municipality at any point in time.

"Environmental Attributes" means each of the following that is in effect as of the Effective Date or in the future: (i) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in the state in which the Property is located or in other jurisdictions (collectively, "Allowances") attributable to the ownership or operation of the SEF or the production or sale of Energy, (ii) other Allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy or Energy Credits during the Term and in which Developer has good and valid title, including any credits to be evidence by Solar Renewable Energy

Certificates or similar laws or regulations applicable in any jurisdiction, (iii) any such Allowances related to (A) oxides of nitrogen, sulfur, or carbon, (B) particulate matter, soot, or mercury, or (C) the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or involving or administered by the CAMD, and (iv) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise. Environmental Attributes shall also include Tax Benefits.

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, Force Majeure Event may include, without limitation, the following acts or events: (a) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (b) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (c) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic, supply chain disruptions, terrorist acts, or rebellion; (d) strikes or labor disputes; (e) action by a Governmental Authority, including a moratorium on any activities related to this Agreement; (f) the impossibility for one of the Parties, despite its best efforts, in a timely manner, to obtain any governmental approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay or inability to obtain such governmental approval is not attributable in any manner to the affected Party and that such Party has exercised its best efforts to obtain such permit; (g) material changes in costs of services, materials, labor or equipment; or (h) changes in tax laws or laws relating to Developer's Tax Attributes. Force Majeure Event does not include: (i) equipment failure (unless resulting from a Force Majeure Event); (ii) acts or omissions of Developer's subcontractors or agents, except to the extent that such acts or omissions arise from a Force Majeure Event; or (iii) the lack or variation of Solar Insolation (other than as a result of acts or omissions of the owner of the SEF, their contractors or invitees.

"Prudent Industry Practices" means the practices, methods and acts engaged in or approved by a significant portion of the solar energy industry that at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable law, reliability, safety, environmental protection, economy and expedition.

"Solar Energy Facilities" or "SEF" means the integrated assembly of photovoltaic panels or fuel cells, mounting assemblies, inverters, converters, integrators, meters, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices, and wiring installed at the remote property, including the interconnection equipment, for the installation of the clean energy generating system and interconnected to the electric grid of the Electric Distribution Company.

2. UP-FRONT PAYMENT, QUARTERLY PAYMENT, TERM

2.1 Up-front Payment. Developer shall pay Municipality twenty-nine dollars and seventy cents ($29.70) per kilowatt in direct current (DC) based on the as-built system size within ten (10) business days of Developer's SEF receipt of permission to operate from the Electric Distribution Company.

2.2 Quarterly Payment Split. Developer shall assign to Municipality and Municipality shall be entitled to payments by the Developer outlined in Exhibit C of this Agreement.

2.3 Beneficial Accounts. Developer shall identify the Energy Usage of Municipality's Beneficial Accounts to be applied to one or more of Developer's SEFs as shown in the attached Table 1. Once per year, the Municipality may reallocate credits or fully terminate Beneficial Accounts from this Agreement upon sixty (60) days' notice and in writing to Developer. Municipality is responsible for the Utility service charge for each change. If Municipality terminates a Beneficial Account or multiple Beneficial Accounts, Municipality must replace the Beneficial Accounts with kilowatt hours equal to or greater than the Beneficial Accounts they are terminating, Municipality recognizes that its physical power procurement options for the Beneficial Accounts will not be affected by this Agreement in any way. Municipality shall be responsible for maintaining all Electric Distribution Company or third-party supplier generation charges, applicable taxes, penalties, or similar charges assessed by the Electric Distribution Company for power supply, transmission and distribution services, and other services necessary to meet the full energy requirements of Municipality. Municipality shall also be responsible to pay any and all charges assessed by its Electric Distribution Company including any third-party supplier generation charges billed by the Electric Distribution Company or third-party supplier.

2.4 No Guarantees of Energy Production or Energy Usage. Developer shall not be required nor is guaranteeing to cause the SEFs to produce a minimum or maximum amount of Energy Production and quarterly payments. Likewise, Municipality is not required nor is guaranteeing Energy Usage by its Beneficial Accounts.

2.5 Changes in Law. The Parties acknowledge and agree that Municipalities share of the quarterly payments is based on assumptions related to the availability to Developer of the Environmental Incentives. In the event of the elimination or alteration of one or more Environmental Incentives or any other change in the law that results in a material adverse economic impact on Developer or Municipality with respect to this Agreement, the Parties shall work in good faith to amend this Agreement within thirty (30) Business Days after such elimination or alteration as may be reasonably necessary to restore the allocation of economic benefits and burdens contemplated hereunder by the Parties. If the Parties cannot reach an agreement, then both Parties agree to work in good faith through arbitration as determined by Connecticut State law.

2.6 Contract Term. The term of this Agreement shall be for a period of twenty (20) years commencing on the Commercial Operation Date of each of Developer's SEFs. It is not expected that each SEF will achieve Commercial Operation on the same date.

2.7 Early Termination.

2.7.1 Developer shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days prior written notice to Municipality if, despite Developer's commercially reasonable efforts (i) Developer is unable to obtain financing for the construction of the SEF; or (ii) Developer is unable to secure permits, authorizations, or approvals; or (iii) Developer reasonably determines that prevailing conditions would make performance of this Agreement uneconomic.

2.7.2 Municipality shall have the right to terminate this Agreement by a notice in writing to Developer if Developer has not completed the Project within two (2) years of the execution date of this Agreement, subject to reasonable extension in the event an authority having jurisdiction has withheld issuance of any permit reasonably likely to be issued upon cure of ministerial defect.

2.8 Attributes and Energy Capacity. Developer shall have all rights, titles, and interest in and to all Environmental Attributes, Energy, Capacity, and any other attributes related to the Energy production of Developer's SEFs as recognized by ISO-NE or the Electric Distribution Utility.

3. BENEFICIAL ACCOUNTS.

3.1 Developer shall maintain exclusive rights to Municipality's Beneficial Accounts shown in Table 1 for the purposes of applying to Developer's SEFs. Developer's exclusive rights to Municipality's Beneficial Accounts shall exist through the sixth Auction of the NRES Program (expected to take place in January 2027). Municipality shall not allocate any Beneficial Accounts listed in Table 1 to other NRES Program participants, solar developers, or renewable energy projects without prior approval by Developer.

3.2 Municipality is required to keep Beneficial Accounts shown in Table 1 open and in good standing at all times during the term of the Agreement. Municipality shall provide immediate written notice to Developer if any Beneficial Accounts are closed or fall out of good standing. If Municipality closes any Beneficial Accounts shown in Table 1, Municipality shall (i) designate replacement Beneficial Accounts and immediately provide Developer with replacement Beneficial Accounts information; or (ii) designate a replacement Municipality pursuant to Section 14.1; or (ii) allow Developer to designate a replacement Municipality.

4. SOLAR ENERGY FACILITIES.

4.1 Installation, Operation, Ownership, and Maintenance of the SEFs. Developer shall be responsible for the design, construction, installation, operation, ownership, inspection, maintenance, decommissioning, and removal of the SEFs in a manner consistent with Prudent Industry Practices. If the Energy Production from any of the SEFs is interrupted as a result of malfunction or other shutdowns, Developer shall use commercially reasonable efforts to remedy such interruption promptly. Developer shall comply with all applicable laws and regulations relating to the operation of the SEFs and the Energy Production and associated quarterly payments for each of Municipality's Beneficial Accounts and in obtaining any relevant approvals and permits, other than approvals and/or permits that, by their nature, can only be obtained by Municipality or with Municipality's assistance.

4.2 Commercial Operation Date. Developer shall deliver written notice to Municipality of the occurrence of the Commercial Operation Date for each SEF as each SEF achieves Commercial Operation.

4.3 Taxes. Developer is solely responsible for all income, gross receipts, ad valorem, personal property, or other similar taxes and any franchise fees or fees relating to Developer's ownership of the SEFs. Municipality shall have no responsibility or obligation for any taxes in connection with Developer's SEFs.

4.4 Notice of Damage. Developer shall promptly notify Municipality in writing of any physical conditions or other circumstances of which Developer becomes aware that indicate there has been or might be damage to or loss of the use of the SEFs or that could be expected to affect the SEFs adversely.

5. SOLAR ENERGY FACILITIES - CASUALTY.

5.1 Total Loss. Upon the total damage, destruction, or loss of one or any of the SEFs, or, in the reasonable opinion of Developer's insurance or Developer, an SEF is determined to have experienced a constructive total loss, Developer shall have the option, in its sole discretion, to repair or replace the SEF or terminate any portion of this Agreement pertaining to that SEF.

5.2 Notice. Developer shall notify Municipality in writing of its election within thirty (30) days after the date of the damage to the SEF.

5.3 Developer shall under all circumstances be entitled to all insurance proceeds with respect to the SEF. If Developer elects to repair or replace the SEF, Developer shall undertake such repair or replacement as quickly as practicable. If Developer elects to terminate this Agreement in connection with one or any of the SEFs, the termination shall be effective immediately upon delivery of the notice to Municipality for the subject SEFs.

6. FORCE MAJEURE.

6.1 Force Majeure. To the extent either Party is prevented by an event of Force Majeure from performing its obligations under this Agreement, such Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments when due). The Party claiming Force Majeure shall use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts, or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-claiming Party shall not be required to perform its obligations to the claiming Party corresponding to the obligations of the claiming Party excused by Force Majeure during the pendency of the Force Majeure.

6.2 Notice. In the event of any delay or nonperformance resulting from an event of Force Majeure, the Party suffering the event of Force Majeure shall immediately notify the other Party in writing of the nature, cause, date of commencement thereof and the anticipated extent of any delay

or interruption in performance; provided that a Party's failure to give timely notice shall act as a full waiver of such Party's ability to assert Force Majeure.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Representations and Warranties of Municipality. Municipality represents and warrants to Developer that:

7.1.1 Municipality has the requisite legal authority and capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy Production, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Municipality;

7.1.2 This Agreement constitutes Municipality's legal, valid, and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.1.3 No suit, action, or arbitration, or legal administrative or other proceeding is pending or has been threatened against Municipality that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Municipality to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Municipality;

7.2 Representations and Warranties of Developer. Developer represents and warrants to Municipality that:

7.2.1 Developer has the requisite corporate, partnership or limited liability Developer capacity to enter into this Agreement and fulfill its obligations hereunder, that the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body, and that, subject to compliance with and obtaining all required governmental approvals under any applicable regulatory laws or regulations governing the sale or delivery of Energy Production, the entering into of this Agreement and the fulfillment of its obligations hereunder does not contravene any law, statute or contractual obligation of Developer;

7.2.2 This Agreement constitutes Developer's legal, valid, and binding obligation enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

7.2.3 No suit, action, or arbitration, or legal administrative or other proceeding is pending or has been threatened against Developer that would have a material adverse effect on the validity or enforceability of this Agreement or the ability of Developer to fulfill its commitments hereunder, or that could result in any material adverse change in the business or financial condition of Developer; and

7.2.4 Neither the SEFs nor any of Developer's services provided to Municipality pursuant to this Agreement infringes on any third party's intellectual property or other proprietary rights.

8. DEFAULTS & REMEDIES.

8.1 Developer Event of Default. Each of the following events shall constitute a "Developer Event of Default." A Developer Event of Default may be either a Payment Default or a Non-Payment Default. A "Payment Default" is failing to make timely payments required herein.

8.1.1 Developer shall be in default in any payments, or any sums due under this Agreement, if the Developer fails to make a payment for a period of thirty (30) days after the same is due; or

8.1.2 Developer breaches any other material term of this Agreement and (i) if such breach is capable of being cured within thirty (30) days after Municipality's notice of such breach. Developer has failed to cure the breach within such thirty (30) day period, or (ii) if Developer has diligently commenced work to cure such breach during such thirty (30) day period, but such breach is not capable of cure within such period. Developer has failed to cure the breach within a further one hundred fifty (150) day period (such aggregate period not to exceed one hundred eighty (180) days from the date of Municipality's notice); or

8.1.3 (i) Developer commences a voluntary case under any bankruptcy law; (ii) Developer fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Developer in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Developer remains un-dismissed or undischarged for a period of sixty (60) days.

8.2 Municipality's Remedies. If a Developer Event of Default has occurred and is continuing, then Municipality at its option, and subject to a Financing Party's rights under Section 8.2.3, may terminate this Agreement by written notice to Developer following the expiration of the applicable cure period and upon such termination, the Developer shall quit and surrender its right to the use or otherwise encumber the Municipality's Beneficial Accounts in Table 1, but such termination shall not affect the Municipality's right to recover damages, or exercise any other rights as hereinafter provided, or any other remedy it may have at law or equity.

8.2.1 Upon the termination of this Agreement under Section 8.2, the City shall forthwith be entitled to recover from the Developer all damages sustained by the City as a result of the Developer's default.

8.2.2 A waiver by the City of any breach by the Developer of any of the terms,

covenants, conditions and agreements of this Agreement shall be limited to the particular instance and shall not operate to be deemed to be a waiver of any future breaches of said terms, covenants, conditions, and agreements of this Agreement; and the failure of the City to enforce any agreement, condition, covenant or term, by reason of its breach by the Developer after notice had, shall not be deemed to void or affect the right of the City to enforce the same agreement, condition, covenant or term on the occasion of such subsequent breach or default.

8.2.3 Financing Party Rights.

(a) Before the City exercises any rights or remedies against the Developer as a result of a Developer Default, the City shall give the Developer and each Financing Party (1) thirty (30) days' notice of and the opportunity to cure any Developer Payment Default, (2) sixty (60) days' notice of and the opportunity to cure any Developer Non-payment Default, and (3) a reasonable further opportunity to cure a Developer Non-payment Default, in which case the Developer, or the Financing Party on the Developer's behalf, shall notify the City of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the 60-day period, weather permitting.

(b) The Developer and any Financing Party may cure any Payment Default by paying all then overdue payments in full together with interest thereon at the rate of one and one-half percent (1 ½%) per month.

8.3 Municipality Event of Default. Each of the following events shall constitute a "Municipality Event of Default":

8.3.1 (i) Municipality commences a voluntary case under any bankruptcy law; (ii) Municipality fails to controvert in a timely and appropriate manner or acquiesces in writing to any petition filed against Municipality in an involuntary case under any bankruptcy law; or (iii) any involuntary bankruptcy proceeding commenced against Municipality remains un-dismissed or undischarged for a period of ninety (90) days; or

8.3.2 Municipality refuses to execute any document required for Developer to obtain any Environmental Attributes, Energy Capacity, or other incentives related to the SEFs; or

8.3.3 Municipality breaches any other material term of this Agreement and such breach remains uncured for ninety (90) days following notice of such breach to Municipality.

8.4 Developer's Remedies. If Municipality Event of Default has occurred and is continuing, then Developer may terminate this Agreement by written notice to Municipality following the expiration of the applicable cure period. Developer may also exercise any other remedy it may have at law or equity, including recovering from Municipality all resulting damages, which damages shall include, but not be limited to, projected SQP Price for the SEF's quarterly payments estimated to be produced by the SEF for the remainder of the Contract Term; any loss or damage to Developer due to lost or recaptured Environmental Attributes, Energy Capacity, or incentives, including, without limitation, lost revenue from the sale of Environmental Attributes and Energy Capacity to third parties (including any damages due to the early termination of any agreement for such sale), and the recapture of the investment tax credit under Section 48 of the Internal Revenue

Code, the grant in lieu of taxes.

9. FINANCING ACCOMMODATIONS.

9.1 Municipality Acknowledgement. Municipality acknowledges that Developer may finance or sell the SEFs and that Developer's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a security interest in the SEFs. In order to facilitate such financing, and with respect to any financing Developer of which Developer has notified Municipality in writing (each, a "Financing Party"). Municipality agrees as follows:

9.1.1 Developer's Finance, NRES Program, and Other Contingencies. This Agreement is contingent upon Developer obtaining financing satisfactory to it for the purchase and construction of each of the SEFs, each of the SEFs being accepted into the NRES Program of the Electric Distribution Company, each of the SEFs being successfully interconnected to the electric grid of the Electric Distribution Company, and each of the SEFs receiving all required permits and approvals from local, state, and federal regulatory and other governmental agencies.

9.1.2 Consent to Collateral Assignment. Developer shall have the right to assign this Agreement as collateral for financing or refinancing or selling of each of the SEFs, and Municipality hereby consents to the collateral assignment by Developer to any Financing Party of Developer's right, title, and interest in and to this Agreement.

9.1.3 Ownership of the SEFs. Municipality acknowledges that Developer is the legal and beneficial owner of the SEFs at all times, and the SEFs shall remain the personal property of Developer and shall not attach to or be deemed a part of, or fixture to the premises. The SEFs shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

9.1.4 Financing Party's Rights Following Default. Notwithstanding any contrary term of this Agreement:

(a) Financing Party, as collateral assignee, shall be entitled to exercise, in the place and stead of Developer, any and all rights and remedies of Developer under this Agreement in accordance with the terms of this Agreement. Financing Party shall also be entitled to exercise all rights and remedies of secured parties with respect to this Agreement and the SEFs.

(b) Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Developer hereunder or cause to be cured any default or event of default of Developer in the time and manner provided by the terms of this Agreement. Nothing herein requires Financing Party to cure any default of Developer (unless Financing Party has succeeded in Developer's interests) to perform any act, duty, or obligation of Developer, but Municipality hereby gives Financing Party the option to do so.

(c) Upon the exercise of remedies under its security interest in the

SFs, including any sale thereof by Financing Party, whether by judicial proceeding or under any power of sale, or any conveyance from Developer to Financing Party, Financing Party shall give notice to Municipality of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a Developer Event of Default.

(d) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Developer under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Municipality shall enter into a new Agreement with Financing Party or its assignee on the same terms as this Agreement.

9.1.5 Financing Party Cure Rights. Municipality shall not exercise any right to terminate or suspend this Agreement unless Municipality has given prior written notice to each Financing Party of which Municipality has notice. Municipality's notice of an intent to terminate or suspend must specify the condition giving rise to such right. Financing Party shall have the cure periods described in Section 8.2.3 for Payment Defaults and Non-payment Defaults. Municipality's and Developer's obligations under this Agreement shall otherwise remain in effect, and Municipality and Developer shall be required to fully perform all of their respective obligations under this Agreement during any cure period.

9.1.6 Continuation Following Cure. If Financing Party or its assignee acquires title to or control of Developer's assets and cures all defaults existing as of the date of such change in title or control, this Agreement shall continue in full force and effect.

9.2 Notice of Defaults and Events of Default. Municipality agrees to deliver to each Financing Party a copy of all notices that Municipality delivers to Developer pursuant to this Agreement.

10. NOTICES.

Any notice required, permitted, or contemplated hereunder shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by personal delivery or recognized overnight courier and shall be deemed effective upon receipt.

To Developer:

Greenskies Clean Energy LLC
127 Washington Ave
West Building, Lower Level
North Haven, CT 06473
Attention: Vijay Singh, CEO

Also, to:

Greenskies Clean Energy LLC
127 Washington Ave
West Building, Lower Level
North Haven, CT 06473
Attention: Legal Department
Legal@Greenskies.com

To Municipality:

City of Waterbury
Department of Finance
City Hall Building
235 Grand Street, 2nd Floor
Waterbury, CT 06702
Attention: Director of Finance

Also, to:

Waterbury Development Corporation
83 Bank Street, Third Floor
Waterbury, CT 06702
Attention: Chief Executive Officer

City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building – 3rd Floor
235 Grand Street
Waterbury, CT 06702
Attention: Corporation Counsel

11. DISPUTE RESOLUTION.

11.1 Resolution by the Parties. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. In the event that the Parties are unable to reach agreement within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may refer the matter to legal proceedings in accordance with Section 12.

12. GOVERNING LAW; VENUE.

12.1 Choice of Law. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut, without regard to

choice or conflict of laws principles that would cause the application of any other laws.

12.2 Choice of Forum. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute) and not elsewhere.

13. INDEMNIFICATION.

13.1 The Developer shall indemnify, defend, and hold harmless the City, the City's boards, Waterbury Development Corporation, their respective agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses, including attorney's fees, arising out of or resulting from this Agreement and the development, operation, maintenance, and/or decommissioning of the SEFs, provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Developer, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Developer's duties hereunder; or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

13.2 In the event this Agreement and/or the Developer's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Developer shall indemnify, defend and hold harmless the City, Waterbury Development Corporation, their respective agents, officials and employees from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by the Developer, or its subcontractor, omission or commission.

13.3 In any and all claims against the City or any of its boards, agents, employees or officers by any employee of the Developer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Sections 13.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

13.5 Royalties and Patents. The Developer shall, for the term of this Agreement, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Developer's own expense any and all suits for infringement or alleged

infringement of such patents, and in the event of adverse award under patent suits, the Developer shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Developer and as to any award made thereunder.

13.6 Developer further agrees to indemnify the City against any claims related to: (a) any infringement of patents or the improper use of other proprietary rights or intellectual property by Developer or its employees or representatives that may occur in connection with the performance of the Installation Work, Solar Operations, the provision of Solar Output or the ownership and use of the SEF; (b) Developer's breach or violation of Applicable Law; (c) acts or omissions of Developer's that cause a breach of the Interconnection Agreement; (d) third party claims arising from the failure to construct or install the SEF in accordance with the requirements of applicable law; or (e) any claim arising pursuant to any Environmental Law based on, arising out of or otherwise relating to: (i) the presence or installation, removal or operation of the SEF, (ii) the remediation, presence or release of, or exposure to, Hazardous Materials brought to the premises where SEF is built by Developer or its employees, representatives agents or contractors or generated or otherwise created in connection with the work or the SEF, or (iii) any violations of any Environmental Law by Developer or its employees, representatives, agents or contractors.

13.6 The City of Waterbury shall bear no liability for any damage done to the SEF by any third parties.

13.7 Upon written request by the City of Waterbury, Developer shall defend and provide legal representation to the City of Waterbury with respect to any of the matters referenced above. Notwithstanding the foregoing, the City of Waterbury may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of the City of Waterbury, its attorneys shall control the resolution of such matters. Upon demand, Developer shall pay or, in the sole and absolute discretion of the City of Waterbury, reimburse, the City of Waterbury for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

14. INSURANCE

14.1 General terms. During the Contract Term, at no additional cost to the City, the Developer shall maintain in force at all times during the term of the Agreement the following minimum coverages and shall name the City and the Waterbury Development Corporation as Additional Insureds on a primary and non-contributory basis to all policies, except Workers Compensation and Professional Liability. All policies shall also include a Waiver of Subrogation except Builders Risk and Professional Liability. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A" VIII. In addition, all Carriers are subject to approval by the City.

		(Minimum Limits)
General Liability:	Each Occurrence	$10,000,000
	General Aggregate	$10,000,000
	Products/Completed Operations Aggregate	$10,000,000

14.2 If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the termination date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting periods for claims for the policy in effect during the Agreement for two (2) years from the termination date.

14.3 The Developer shall submit to the City of Waterbury an original, completed Certificate of Insurance prior to the Effective Date. The Developer agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of policies. Should any of the above-described policies be cancelled, limits reduced or coverage altered before the expiration date, written notice must be given to the City 30-days prior to any such cancellation, reduction or alteration.

15. ASSIGNMENTS

15.1 Neither Party shall have the right to assign any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed.

15.2 The foregoing notwithstanding, the Developer may assign this Agreement and its rights hereunder,

(a) in the Developer's sole discretion,

(i) subject to the City's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed to any entity in which the Developer, or an affiliate thereof, has an interest;

(ii) to any entity as security for or in connection with a financing or other financial arrangement related to the Systems, as set forth in Section 14; and,

(b) subject to the City's approval and consent, such consent not to be unreasonably withheld, conditioned or delayed, to any other person or entity who assumes all of the Developer's rights and obligations hereunder, provided however that the effectiveness of any such assignment shall be conditioned on the Developer not being then in Default.

15.2.1 Prior to any assignment pursuant to this Section 15.2, the Developer shall provide to the City current information regarding the Developer's and all Financing Parties' addresses.

15.2.2 If Developer wishes at any time to enter into an agreement to transfer its Developer business and/or property rights to another party, Developer shall include the "re-assignment" and obligations of this Agreement with Municipality in any business transfer or sale agreement. Any purported assignment or transfer of or concerning this Agreement in violation of

this Agreement's terms is void.

15.3 The foregoing notwithstanding, the Municipality may assign this Agreement and its rights hereunder to another distressed municipality (as set forth on the Connecticut Distressed Municipalities List) of comparable kWh size upon prior written consent of Developer, not to be unreasonably withheld. Any such assignment shall be documented in writing and signed by City and the assignee.

15.4 Any assignment permitted hereunder shall release the assignor from obligations accruing after the date that liability is assumed by the assignee. After assignment, the term "Developer" in this Agreement shall refer to the entity that was assigned the rights and obligations of the Developer hereunder, and the term "City" or "Municipality" shall refer to the entity that was assigned the rights and obligations of the Municipality hereunder.

16. MISCELLANEOUS.

16.1 Board Approvals. This Agreement is conditioned upon the approval of all required boards and/or commissions of the City.

16.2 Entire Agreement. This Agreement represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to the subject matter hereof.

16.3 Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Developer and Municipality.

16.4 No Employment Status. Developer and Developer's agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Municipality. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

16.5 No Association, Joint Venture, Trust, or Partnership. Nothing contained in this Option Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties to this Option Agreement.

16.6 Compliance with Laws. Developer shall comply with all applicable laws, ordinances and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work contemplated hereunder.

16.7 Headings: Exhibits. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement. Any exhibits referenced within and attached to this Agreement, including any attachments to the exhibits, shall be a part of this Agreement and are incorporated by reference herein.

16.8 Remedies Cumulative. No remedy herein conferred upon or reserved to any Party

shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statute.

16.9 Waiver. The failure of either Party to insist upon the performance of any of the terms and conditions of this Agreement or waiver by either Party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein. Any such waiver must be in a writing executed by the Party making such waiver.

16.10 Severability. If any part, term, or provisions of this Agreement is determined by an arbitrator or court of competent authority to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable as a whole. Instead, the part of the Agreement that was invalid, unenforceable, or illegal shall be amended, modified, or interpreted to the extent possible to achieve the intent of the Parties most closely and in the manner closest to the stricken provision.

16.11 No Public Utility. Nothing contained in this Agreement shall be construed as an intent by Developer to dedicate the SEFs to public use or subject itself to regulation as a "public utility" (as such term may be defined under any applicable law).

16.12 Forward Contract. The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code.

16.13 Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, which shall together constitute the same agreement. Facsimile or portable document format ("PDF") or scanned signatures shall have the same effect as original (wet) signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

16.14 Non-discrimination. Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16.15 Audit. Municipality shall upon prior written notice to Developer have access to any books, documents, papers and records of Developer or any successor thereto which are directly pertinent to this Agreement for the purpose of making audit examination.

16.16 Further Assurances.

16.16.1 Additional Documents. Upon the receipt of a written request from the

other Party, each Party shall execute such additional documents, instruments, and assurances and take such additional actions as are necessary and desirable to conduct the Parties' intent hereof. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section.

16.16.2 Certificates. From time to time, Municipality shall provide within thirty (30) Business Days after receipt of a written request from Developer an estoppel certificate attesting, to the knowledge of Municipality, of Developer's compliance with the terms of this Agreement or detailing any known issues of noncompliance, and making such other representations, warranties, and accommodations requested by the recipient.

16.17 Connecticut Freedom of Information Act. Municipality is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, this Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information, falling within one of the exemptions in Conn. Gen. Stat. § 1- 210(b) and § 16-245n(d).

16.18 Calculating Time. In the event any time period or due date set forth in this Option Agreement would otherwise fall on a Saturday, Sunday or holiday, such time period shall be automatically extended to the next business day.

17. CITY CODE OF ORDINANCES, ETHICS AND CONFLICT OF INTEREST CODE, PROVISIONS.

The Developer (which shall be a "Person" as the term is defined in Section 38 of the City's Code of Ordinances) shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc., whether or not they are expressly stated in this Agreement, including but not limited to the following:

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

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

pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

17.6 It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 16.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 16.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

17.7 The Developer hereby expressly represents that it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 18(g) shall be deemed a material breach of this Agreement and shall be a violation of the City's Code of Ordinances. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 18(a-g).

17.8 The Developer is hereby charged with the requirement that they shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all

relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Procurement and Contractual Agreements", and Chapter 40 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

17.9 The Developer hereby acknowledges receipt of a copy of the Chapters 38 and 40 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 40 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing Department web site: www.waterbury-ct.gov/content/609/930/933.aspx [see two (2) links titled "procurement ordinance" and "ethics ordinance"].

17.10 The Developer is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

17.11 Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 40 of the Code of Ordinances.

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

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the above Effective Date.

Signed in the presence of:

City of Waterbury

_____

By:_____
Paul K. Pernerewski, Jr., Its Mayor
Duly Authorized

_____

Date: _____

Signed in the presence of:

Greenskies Clean Energy LLC

_____

By:_____
Vijay Singh, Its Chief Executive Officer
Duly Authorized

_____

Date: _____

Table 1

Developer SEFs and Municipality Beneficial Accounts

Reference Number	Account Number	Total kWhs
615814002	51210653044	7,277,871

EXHIBIT A to Table 1

SOLAR ENERGY FACILITIES

Old Maids Lane, Portland CT

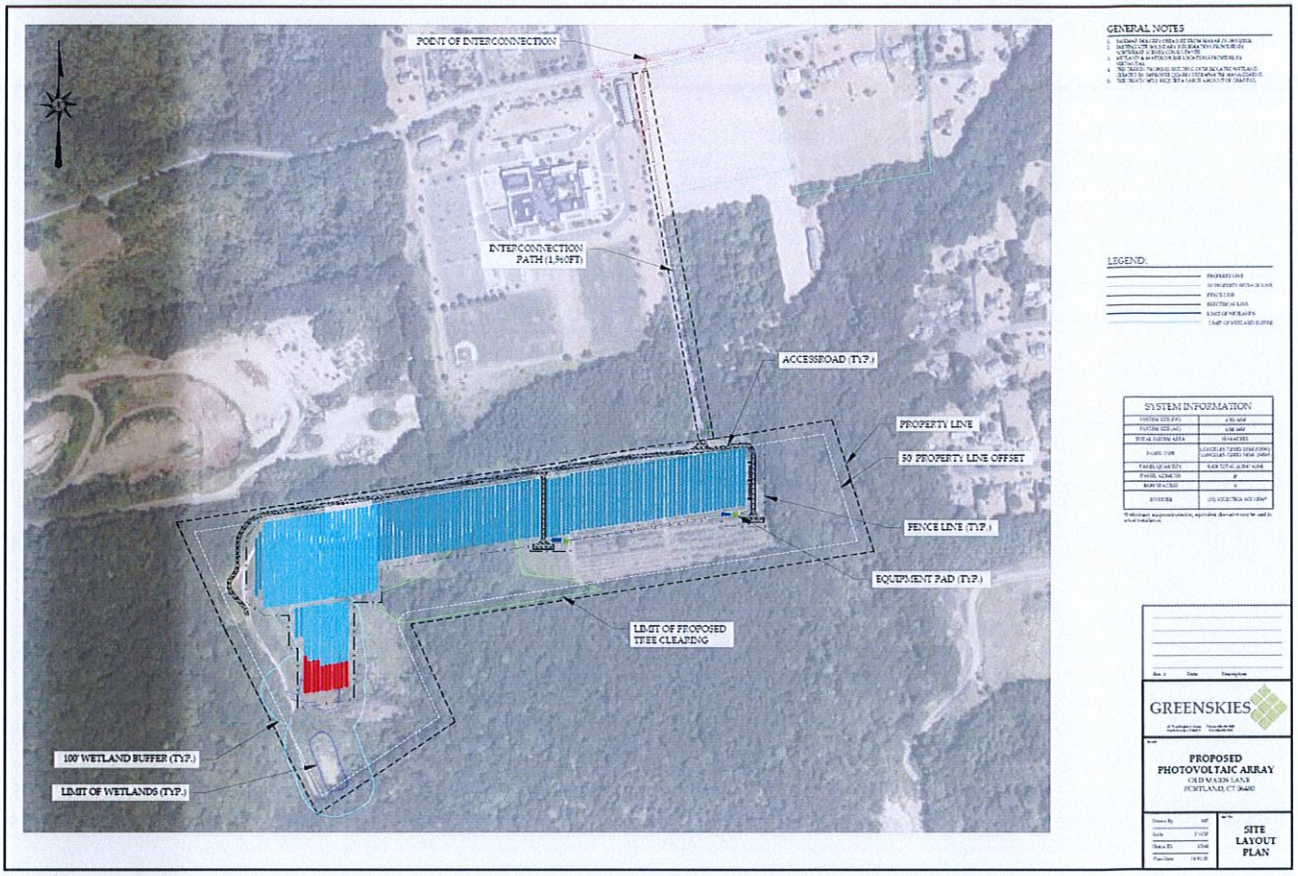


EXHIBIT B to Table 1

PROPERTY

Portland Solar: Old Maids Lane, Portland CT

EXHIBIT C

SEF Payment Table

Old Maids Lane	
Project KWhs	Waterbury Revenue Share ($/kWh)
6,770,000.00	$ 0.0010



OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Date: August 27, 2026

To: Michael DiGiovancarlo,
President, Board of Aldermen

Members, Board of Aldermen
Mayor Paul K. Pernerewski, Jr.

From: Michael LeBlanc, Director of Finance MJL

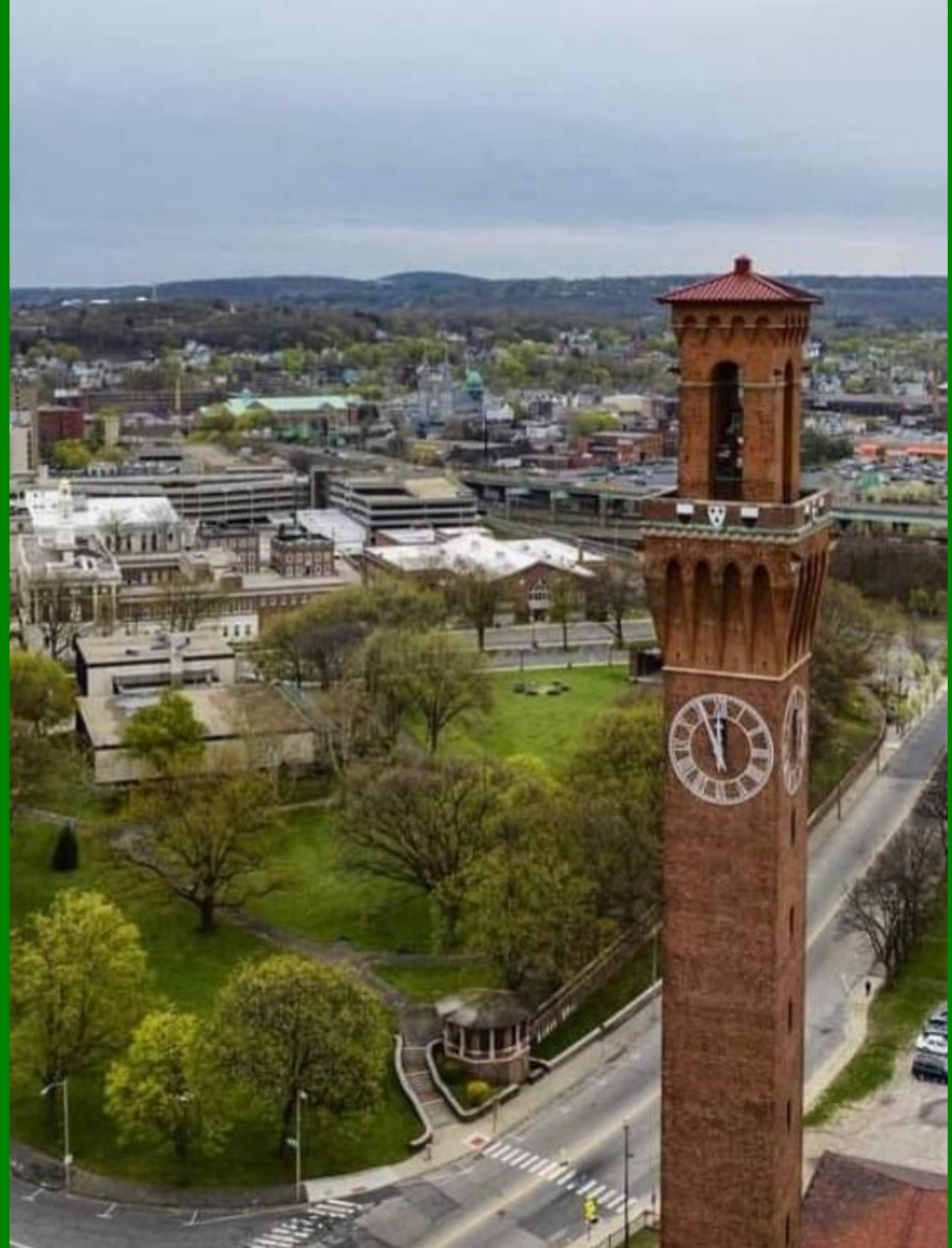
Subject: Public Hearing Supplemental Information - $5,000,000 Appropriation and Bond Authorization for a Matching Grant to the Waterbury Land Bank Authority, Inc.

The Board of Aldermen have scheduled a Public Hearing on Tuesday, September 8, 2026 at 6:00pm in the Aldermanic Chambers to receive public comments on a proposed $5,000,000 Appropriation and Bond Authorization for a Matching Grant to capitalize the Waterbury Land Bank Authority. The Waterbury Land Bank submits the attached Presentation to provide the Board of Aldermen and the Public with additional supplemental background information on the Waterbury Land Bank Authority, the State Grant and Strategic Priorities for the Capitalization Funding.

The Waterbury Land Bank Authority

Board of Aldermen
Public Hearing

Tuesday, September 8, 2026



Purpose of Hearing

To receive public comments on a proposed $5M Appropriation and Bond Authorization for a Matching Grant to capitalize The Waterbury Land Bank Authority

The grant matches the State of Connecticut $5M Urban Act Grant-In-Aid authorized in May, 2026 in support of WLB's mission and Blight Remediation Plan

The state grant, administered through DECD, was made possible through the considerable efforts of Sen. Joan Hartley and Rep. Ron Napoli, supported by Mayor Paul Pernerewski, and was actively endorsed by the Waterbury legislative delegation.

The Waterbury Land Bank Authority

- The Waterbury Land Bank Authority ("WLB") is an independent tax-exempt, not-for-profit organization (Section 501(c)(3) of the Internal Revenue Code)
- WLB's mission is "to strengthen neighborhoods by returning distressed property to productive use, promoting economic development, increasing real property values, and improving the quality of life for Waterbury residents"
- WLB is governed by seven (7) volunteer Board of Directors appointed by the Mayor and the Board of Aldermen, led by a full-time Executive Director
- WLB acquires, improves and disposes of real property, working in close collaboration with the City, aligning with the City's land use regulations/codes
- WLB generates revenue through financial operating support and via property sales and related real estate property tax revenue

Primary Functions of WLB

Acquisitions:

- WLB acquires property primarily through the city's disposition and foreclosure processes, and also through engagement with residents, acceptance of property from private donations, and through its own due diligence

Holding/Maintenance:

- WLB physically maintains property in accordance with city Blight Ordinance
- Rehabilitates and markets to qualified buyers

Dispositions:

- WLB analyzes each parcel for Highest & Best Use with considerations of the community needs, the buyer's interest or intentions, and the buyer's experience. Priority is given to owner occupants/homeownership

WLB Strategic Priorities

1: Acquire, Rehabilitate, Sell blighted properties

2: Accelerate Side Lot Program Growth

3: Strengthen Community Engagement/Partnerships

4: Build Sustainable Operating & Capital Funding

5: Enhance Data Collection/Tracking and Impact Measurement

WLB Recent Activities

- WLB continually updates its data driven Strategic Plan addressing blight in the City of Waterbury
- WLB has acquired 47 parcels to date including 16 parcels in 2025 and plans up to 35 acquisitions in 2026
- 19 newly acquired properties to be conveyed by the City
- 14 dispositions to date with 14 pending sales

WLB Financial Operating Support

The City of Waterbury & the Harold Webster Smith Foundation are primary financial supporters

Other supporters include:

- Liberty Bank Foundation
- CT Community Foundation
- Local Initiatives Social Connection ("LISC")
- The CT Project
- M&T Charitable Foundation

City of Waterbury Operating Support

- Memorandum of Understanding/Financial Assistance Agreement ensures a stable annual operating budget
- Highly Collaborative Relationship with numerous City Departments
- Concerted efforts to slow and reverse destructive effects of blight by recycling vacant, abandoned, dilapidated, and unproductive properties
- Resolving liened properties, via foreclosure then transfer to WLB, thus returning them to the grand list

* Details of City support is in the Appendix.

Sources of Capital To Date

- $1M in capital funds from HUD via the CT Congressionally Directed Spending Initiative toward the WOW Neighborhood Revitalization project
- $300,000 from the City of Waterbury toward the WOW Neighborhood Revitalization Project
- Capital is used to acquire and rehabilitate blighted residential properties in the City of Waterbury
- Webster Bank Foundation grants have provided pre-development funds
- Meaningful capital support is the lifeblood of all successful land banks

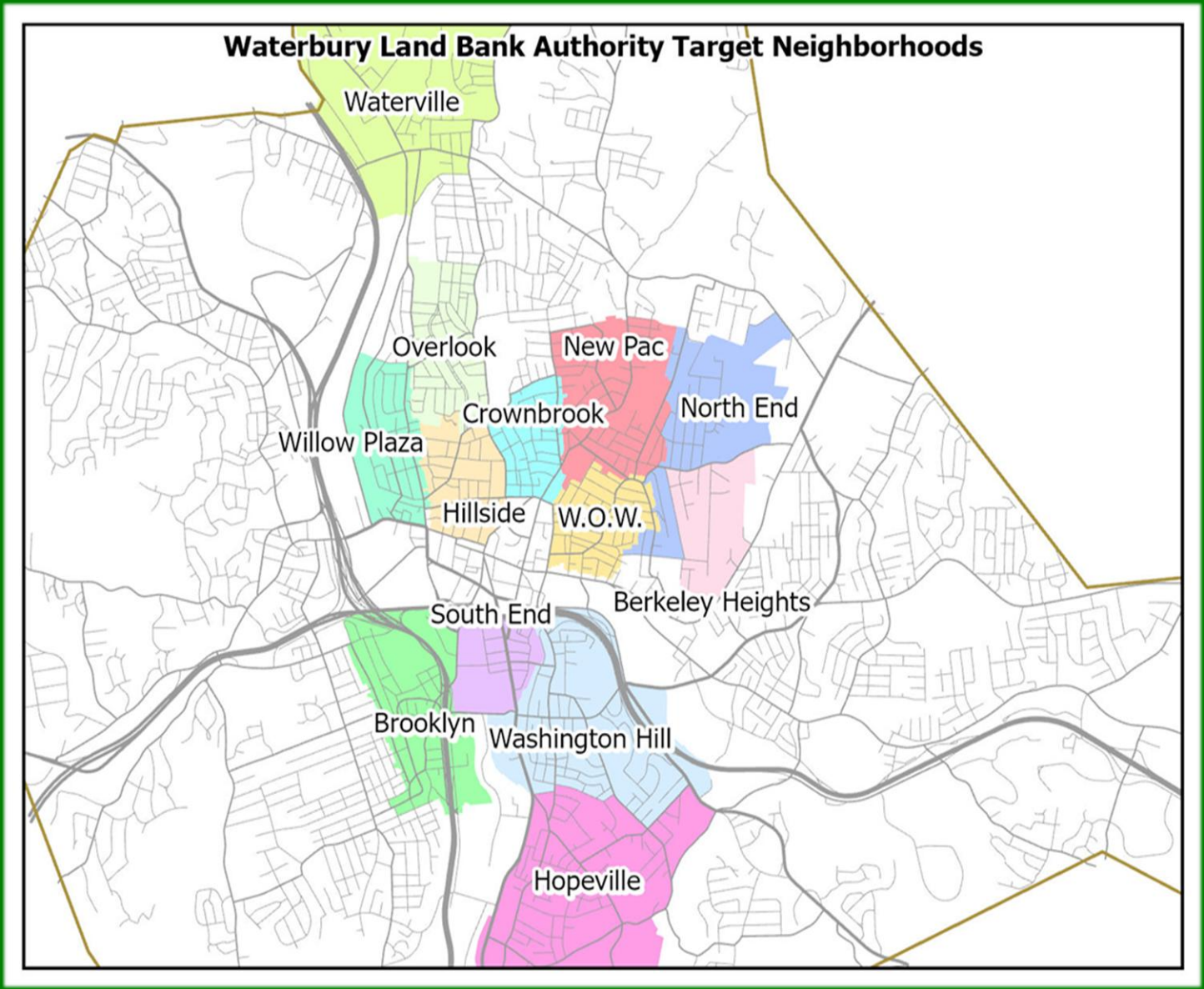
Planned Uses for $10M in State/City Capital Grants

- Capitalize a permanent Revolving Loan Fund of $10M that will be invested primarily in property acquisition and rehabilitation, initially in 13 targeted neighborhoods

- At an annual rate of 40 vacant lots and 16 dwellings, WLB's Revolving Loan Fund could acquire up to 80 dwellings (150+ units to house over 700 people) and more than 100 vacant lots from the City over a five year period

- Proceeds from sales will be continually recycled into additional acquisitions, which is what sets the Revolving Loan Fund model apart

Targeted Neighborhoods – The Crux of the Plan



Identified 13 inner-core neighborhoods (within 16 qualified census tracts*) closest to downtown, where incidence of blight/vacant properties is high.

** "areas where either 50% or more of the households have an income less than 60% of the AMI or have a poverty rate of at least 20 percent."*

Condition Assessment Program Drives Strategy

- WLB's Condition Assessment ("CA") in 2023 identified, inspected, and analyzed 283 parcels within our targeted neighborhoods
- The CA classified these parcels as vacant land or parcels with structures and catalogued condition ranging from poor to fair to good
- Findings included: 184 vacant lots; and 89 parcels with 1 to 3 family dwellings
- These parcels comprised the core inventory from which the WLB has begun its acquisitions and will remain the core which WLB will use for WLB's robust housing rehabilitation program

How the Revolving Investment Fund Works

- Revolving investment fund is a dedicated pool of capital that is replenished with sales proceeds rather than being invested/spent once like most grants
- In this revolving fund model, there will be a continuous flow of reinvestment into additional property acquisitions/improvements/sales which will extend the funding for years
- As rehabbed properties are sold, proceeds will return to the fund for reinvestment
- WLB projects an acquisition rate of approx. 16 dwellings from the City each year, continually, with dispositions lagging 18 to 24 months during the rehab period
- WLB expects to acquire and repurpose/sell up to 40 vacant properties per year

Ripple Effect of WLB Activity – Outcomes & Benefits

- Strengthening neighborhoods, increasing level of maintenance of surrounding properties
- Improving property values, and encouraging pride in home ownership
- Adding to the housing stock by creating additional units for ownership or rental
- Increasing tax revenues from more/higher valued properties
- Alleviating vehicle congestion, and promoting safety
- Improving conditions i.e. health, crime reduction, decrease food scarcity
- Removing pollutants improves conditions for residents and the environment
- Creating opportunities for shared community gardens
- Enhancing economic development for the city
- Engaging human/social services partners across the City

Conclusion

- The WLB/City partnership will bend the blighted property curve by recycling vacant, abandoned and dilapidated properties into single and multi-family homes owned by community residents, or rented from vetted responsible landlords

- Combined grant capital from the State and City, buttressed by other identifiable capital sources, is crucially important to the ability of the WLB/City partnership to achieve its shared vision:

  Thriving neighborhoods where every property contributes to community well-being, economic opportunity, and neighborhood stability

Thank you

Waterbury Land Bank Authority
207 Bank Street, 3rd floor
P.O. Box 825
Waterbury, CT 06702
(203) 721-6958
www.waterburylandbank.org

OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Date: August 27, 2026

To: Michael DiGiovancarlo,
President, Board of Aldermen

Members, Board of Aldermen
Mayor Paul K. Pernerewski, Jr

From: Michael LeBlanc, Director of Finance MJL

Re: Energy Procurement & Contract Management Services with NORESCO

Kindly give favorable consideration by approving the attached contract for Energy Procurement & Contract Management Services with Noresco. The award to Noresco is under Request for Proposal #8465 for Energy Procurement & Contract Management Services. Noresco will work with the City to procure and structure electric generation and/or natural gas supply contract(s) that are aligned with the City's budget requirements and tolerance for market exposure.

The fee payment to Noresco for energy procurement and contract management services will be in the form of a reimbursement paid by the winning energy supplier(s) at a rate of $0.00055 per kilowatt-hour of electricity purchased by the City from the selected retail electricity supplier and $0.0625 per dekatherm of natural gas purchased by the City from the selected retail natural gas supplier for the term of any supply contract entered into by the City with Noresco providing energy procurement and contract management services.

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PROFESSIONAL SERVICES AGREEMENT
RFP No. 8465
for
Energy Procurement and Contract Management Services
between
The City of Waterbury, Connecticut
and
NORESCO, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and NORESCO, LLC, located at 1400 Computer Drive, Suite 303, Westborough, MA 01581, a State of Connecticut duly registered foreign (DE) limited liability company with a place of business at 510 Thornall Street, Suite 170, Edison, NJ 08837 (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8465** for **Energy Procurement and Contract Management Services**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8465**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of **Energy Procurement and Contract Management Services** as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8465** (acknowledged by the Consultant as having been received);

1.1.2 **RFP Number 8465** Addendum #1, dated April 23, 2025 and consisting of 3 pages (attached hereto);

1.1.3 Consultant's Proposal submitted in response to **RFP Number 8465**, dated April 29, 2025 and consisting of 74 pages, Consultant's 1 page Price Proposal, dated April 29, 2025, and Consultant's 1 page Revised Price Proposal, dated May 8, 2025 (all attached hereto);

1.1.4 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);

1.1.5 Certificates of Insurance (incorporated by reference);

1.1.6 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.7 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.8 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

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

1.2.1 Federal laws and regulations
1.2.2 State, and local laws, regulations, charter and ordinances
1.2.3 Contract Amendment(s) and Change Orders
1.2.4 Contract
1.2.5 Consultant's Revised Price Proposal
1.2.6 **RFP Number 8465 documents** not included above in 1.2.1-1-2.5

1.3. Task Orders.

1.3.1. All costs of the Consultant in preparation and delivery of a task plan and schedule shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other agreement. Upon receipt of a Task Order, the Consultant will prepare and deliver a task plan and schedule for City's review and approval. The task plan and schedule must be agreed to by the parties prior to commencement of any procurement related activities. Task Orders may be canceled by the City with one (1) calendar day written notice.

1.3.2. Additional Task Orders may be requested by the City and if so, a revised task plan and schedule will be agreed to by the parties prior to commencement of a new procurement task.

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

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

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is

expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

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

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

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

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

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and

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

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

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

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

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

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

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

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

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

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

3.8. Reporting Requirement. As may be requested by the City's Using Agency, the Consultant shall deliver periodic written reports to the City's Using Agency. Each report shall be signed by representative of Consultant acceptable to the City.

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

4.1. Special Provisions.

4.1.1. The City shall include a clause in any energy supply contract that results from a procurement which the Consultant had a Task Order under this Contract to support requiring the energy supplier to agree to be assessed a "**Procurement Fee", as described in Section 6 Compensation**, to be paid to the Consultant, on all accounts served through the energy supply contract and which must be included in the energy supplier's price. "Task Order" shall be defined herein as an energy procurement request made by the City to the Consultant.

4.1.2. The City shall include a clause in any energy supply contract that results from a procurement which the Consultant had a Task Order under this Contract to support requiring the energy supplier to provide the Consultant with a monthly digital summary from the energy supplier containing the following information by account number: service start date, service end date, total consumption, and total charges by the energy supplier. The monthly digital summary will be in a Microsoft Excel spreadsheet template and accompany or precede payment of monthly fees.

5. Contract Time. The Consultant shall complete all work and services required under this agreement within **Two (2) Years**, commencing upon execution of this agreement by all parties hereto ("Contract Time").

5.1. Option Periods. The City reserves the option, at its sole discretion and upon reasonable notice to the Consultant, to extend this agreement, upon the same rates as provided in Consultant's Revised Cost Proposal, dated May 8, 2025, for up to three (3) additional one (1) year terms, upon duly authorized and executed Option(s) hereto.

5.2. The City may cancel this Contract with thirty (30) calendar days written notice.

5.3. Time is and shall be of the essence for all Project milestones and completion dates for the Project. The Consultant further agrees that the Work shall be performed regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work.

6. Compensation. Services under this Contract shall be provided at no direct cost to the City. The City acknowledges, however, that the Consultant recoups costs associated with the performance of the duties under this contract through a fee levied on the energy suppliers awarded contracts associated with the Services as follows in this Section 6.

6.1. Fee Structure. The Consultant shall be reimbursed by the winning energy supplier(s) at a rate not to exceed:

$ 0.00055 per kWh Electricity
$ 0.0625 per Dth Natural gas

for the term of the supply contract for accounts awarded through the auction or other procurement/renewal process (**the "Procurement Fee"**). The payment period shall begin on the start date of service for each account and end on the last day of service by the winning energy supplier. Fees paid by an energy supplier shall be based on the amount of actual energy used by each City account serviced. Additionally, the City shall include payment and reporting terms for energy suppliers in the City's supply solicitation as further described in **Section 4.1. Special Provisions.**

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1. above. In no event shall the City be responsible for making any payment under this Contract to the Consultant, and Consultant's sole remedy to recover any fees owed by an energy supplier shall be against said energy supplier.

6.2.1 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or

otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8465** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall

pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

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

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

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

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

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

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

9. Consultant's Insurance.

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

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

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

9.4. The following policies with stated limits shall be maintained, in full force

and effect, at all times during which the services are to be performed by the Consultant:

9.4.1 General Liability Insurance:
$1,000,000.00 Per Occurrence
$2,000,000.00 Aggregate
$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:
$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and/or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation*: Statutory Limits within the State of Connecticut: Employers' Liability:
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Consultant shall comply with all State of Connecticut statutes as it relates to workers' compensation.

9.4.4 Excess/Umbrella Liability Insurance:
$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances.

9.4.5 Professional Liability Insurance:
$1,000,000.00 Each Claim
$1,000,000.00 Aggregate

Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

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

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

9.9. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.10. Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies.

Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

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

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The

wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship

status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

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

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

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of

24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

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

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

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

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

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

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to

compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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

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

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

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

15. Force Majeure. Consultant shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law, order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

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

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

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

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

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

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

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

coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8465** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8465**.

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

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

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

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

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

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

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

Consultant: NORESCO, LLC
1400 Computer Drive, Suite 303
Westborough, MA 01581

With a copy to: NORESCO, LLC
510 Thornall Street, Suite 170
Edison, NJ 08837

City: City of Waterbury
Finance Director
City Hall Municipal Building – 2nd Floor
235 Grand Street
Waterbury, CT 06702

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

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers

and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

(signature page follows)

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

NORESCO, LLC

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8465** (acknowledged by the Consultant as having been received);

1.1.2 **RFP Number 8465** Addendum #1, dated April 23, 2025 and consisting of 3 pages (attached hereto);

1.1.3 Consultant's Proposal submitted in response to **RFP Number 8465**, dated April 29, 2025 and consisting of 74 pages, Consultant's 1 page Price Proposal, dated April 29, 2025, and Consultant's 1 page Revised Price Proposal, dated May 8, 2025 (all attached hereto);

1.1.4 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);

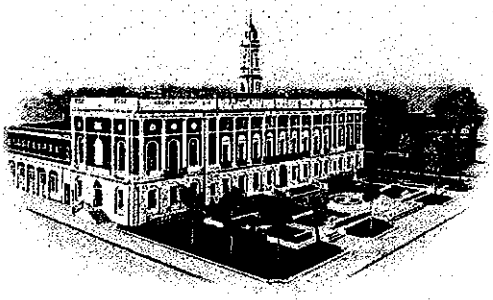
1.1.5 Certificates of Insurance (incorporated by reference);

1.1.6 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.7 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.8 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

April 23, 2025

RFP 8465 Energy Procurement & Contract Management Services

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8465**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please Note: Hardcopies of your proposal must be received by the Director of Purchasing no later than 11:00 AM, EST on April 29,2025

The Contract Documents are hereby amended as follows:

ENERGY COSTS SUMMARY - REVISION

The following energy cost summary from 2023/2024, although dated and not all inclusive, provides general insight into overall energy consumption.

The revised table excludes the Water Pollution Control electricity consumption originally included, as the energy is not being purchased via Direct Energy/Eversource through the reverse auction process. All other information is unchanged.

ELECTRICITY (General Government & Education)

	FISCAL YEAR 2023/2024	
DEPARTMENT	COST ($)	KWHs
Education	$ 3,131,860	20,189,331
Fire Department	$ 65,628	503,092
Food Service	$ 41,942	242,689
Library	$ 67,556	438,376

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

North End Disposal	$	4,070	18,976
Parks	$	177,515	632,419
Fulton Park	$	9,593	54,672
East Mountain Golf Course	$	20,706	68,512
Western Hills Golf Course	$	40,463	217,626
Police (MAIN)	$	263,533	1,802,787
Police Flashers	$	49,131	288,132
Public Buildings	$	607,795	4,583,238
Senior Center	$	11,352	45,975
Street Lighting	$	382,096	2,012,791
TOTAL	**$**	**4,873,240**	**31,098,616**

ELECTRICITY (Bureau of Water)

	FISCAL YEAR 2023/2024		
DEPARTMENT	COST ($)		KWHs
Bureau of Water	$	762,919	4,973,362
TOTAL	**$**	**762,919**	**4,973,362**

Please refer to the questions and answers below.

Question: The bid category on the procurement portal says Propane, but the bid documents state Natural Gas. Can you inform us which one is the correct fuel type?
Answer: Natural Gas.

Question: Section C of the RFP state that the Consultant shall "..provide and host an internet-based electronic platform for conducting auctions for energy commodities", would the City of Waterbury consider using an alternative bidding process to the reverse auction model?
Answer: The City would consider an alternative approach as long as the alternative approach complies with the requirements of the City's procurement ordinance necessitating an open competitive bid process.

Question: Can the City of Waterbury disclose the name of the incumbent firm for this contract?
Answer: Noresco, LLC.

Question: Section I.4 describes pricing as an all-inclusive, volumetric adder fee structure. Would the City of Waterbury be open to considering alternative fee structures for these services?
Answer: Yes.

Question: Section A states that the City's electricity supply is currently purchased from Direct Energy Business, LLC under a Power Supply Coordination Services Agreement. Can the City of

Waterbury clarify if it currently utilizes a broker or consultant for these procurement services, or if it contracts directly with Direct Energy?
Answer: The City is contracted directly with Direct Energy Business, LLC under a Power Supply Coordination Services Agreement. The contracted rate was initially established under a reverse auction won by Direct Energy.

Question: We would like to respectfully request a two-week extension, as this is a print submission and we will need additional time to thoroughly review the requirements, prepare a comprehensive response, and ensure all materials are finalized and ready for mailing.
Answer: The City is not able to provide an extension.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

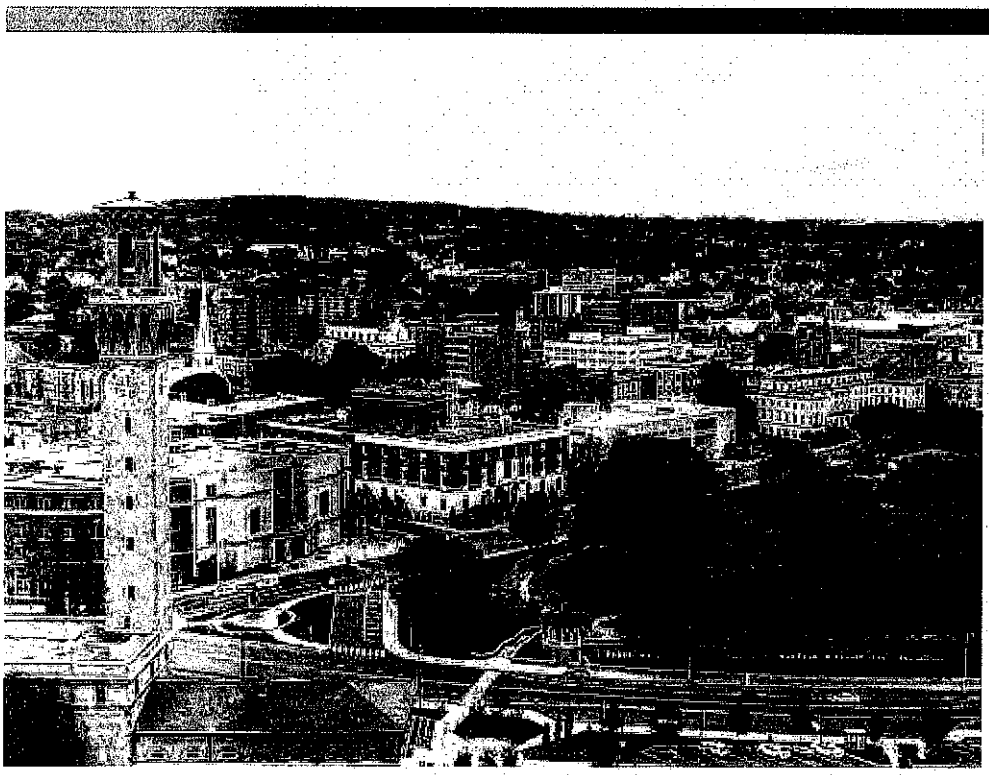
April 29, 2025

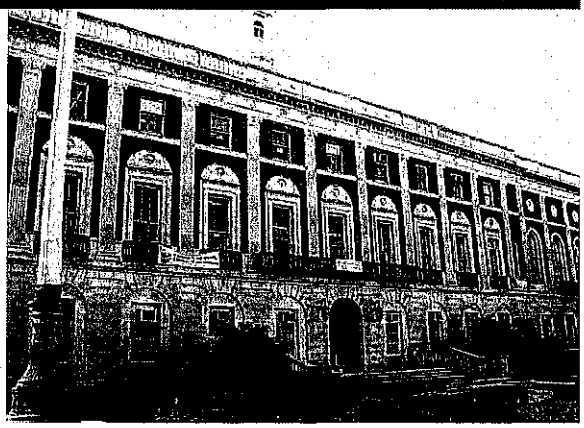
NORESCO

CITY OF WATERBURY

Proposal # 8465

Response to Provide Energy Procurement & Contract Management Services







Point of Contact:
Erik Miller, CEP, CEM, LEED AP
Director, Energy Procurement
emiller@noresco.com | www.noresco.com

WHY NORESCO?

DEMONSTRATED LEADERSHIP, PERFORMANCE AND GUIDANCE

Nobody knows the City's energy landscape like NORESCO. Since 2017, NORESCO has helped the City of Waterbury execute numerous electricity procurement processes, and during our tenure the City has saved millions of dollars in energy costs versus default Eversource rates. In more recent years, NORESCO has been by the City's side, helping to navigate its way through a challenging and turbulent market period.

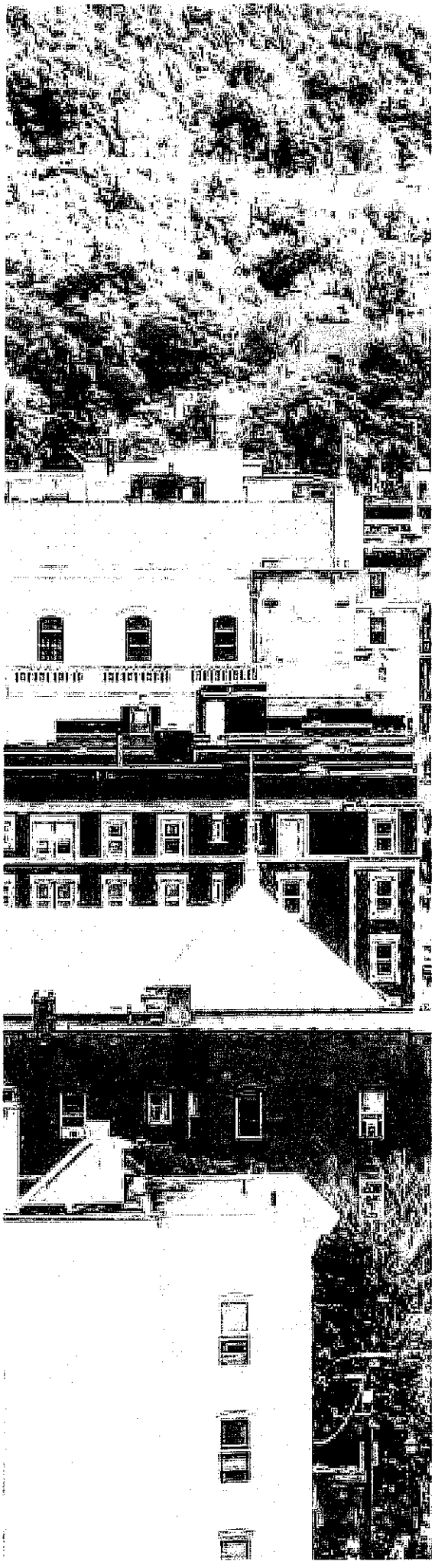
NORESCO's long-term experience with the City's energy program, including first-hand experience with the City's large number of accounts, wide variety of facility types, multiple departments, significant energy volumes, regimented bid process, service requirements, and procurement history uniquely positions us to continue to deliver the strongest possible results for the City of Waterbury.

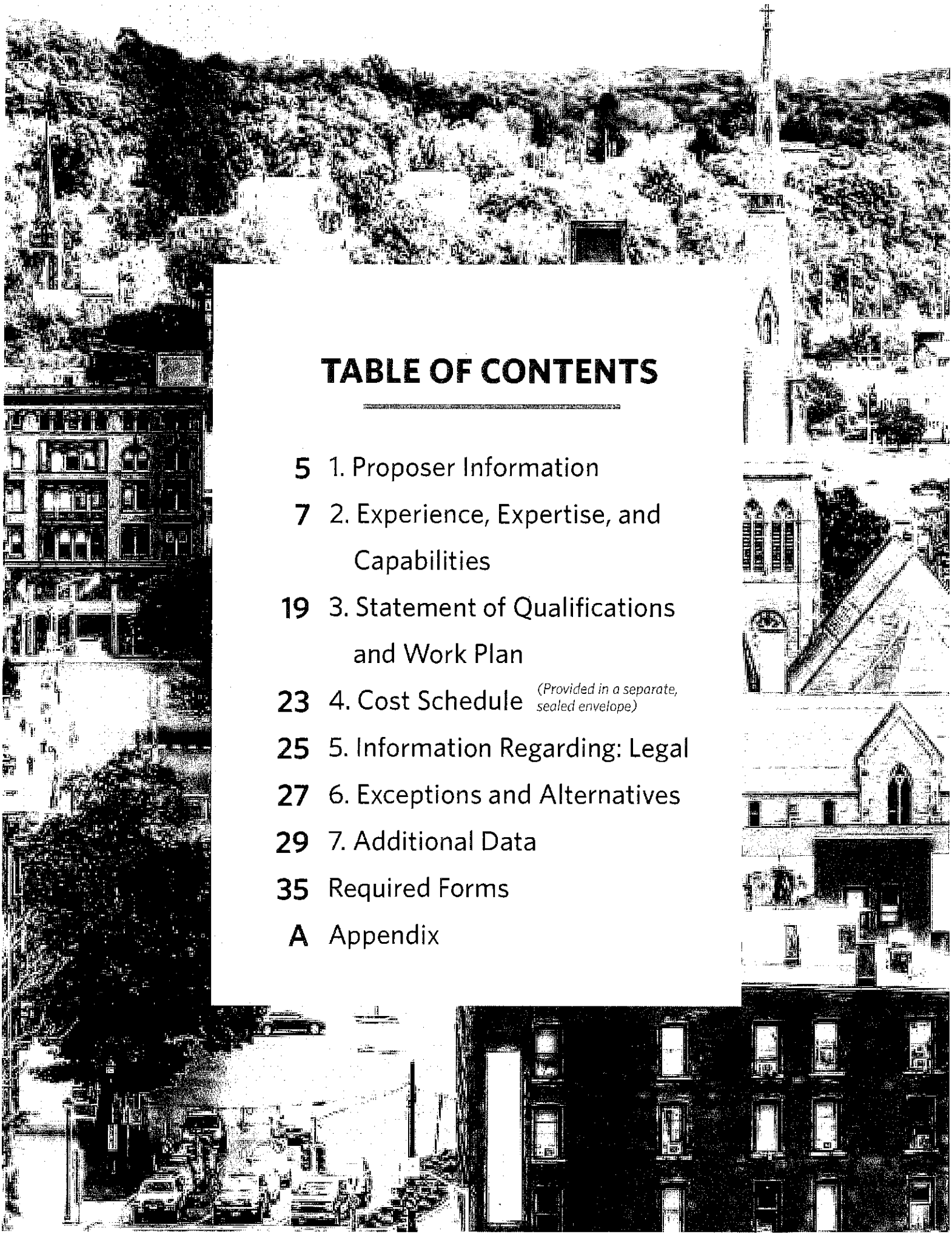
WEEKLY MARKET INTELLIGENCE, BUDGET FORECASTING AND REPORTING

NORESCO delivers regular budgetary energy pricing to support City budgets and help to set expectations on a go-forward basis. We provide detailed, customized reports to document bid results, cost savings, distribution of energy usage by department, and other relevant market information. NORESCO also keeps City stakeholders connected and informed of constantly evolving energy markets with a weekly email report that includes energy futures prices, market and regulatory updates, relevant industry news and a variety of pertinent resources.

POWERFUL, PROVEN & FAMILIAR AUCTION PLATFORM

NORESCO's online auction platform provides full transparency, security, real-time bidding, and can be an especially powerful procurement tool for larger energy users like the City of Waterbury. Our platform has been long-utilized and repeatedly endorsed at all levels of government, including the Federal Government GSA. The City has conducted successful online auctions with the platform brought by NORESCO. This world-class platform is available for use by the City when this electronic methodology is preferred.





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A Appendix

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1. PROPOSER INFORMATION

Founded in 1984, NORESCO is a leading energy consulting firm that specializes in providing sustainability and energy management services to government-sector customers in the Northeast and specifically in Connecticut.

NORESCO OVERVIEW

With more than 25 offices strategically placed throughout the country, including two offices in CT, our ability to provide end-to-end energy solutions is unmatched. NORESCO currently employs over 500 people and has been providing energy conservation and sustainability services to public and private entities for more than four decades. Throughout our history, NORESCO has influenced many levels of the built environment—from optimizing new and existing buildings, to improving regional utility programs, to developing national energy codes and standards. We bring both thought leadership and hands-on engineering expertise to every project that we do. NORESCO is an expert in providing all of the services requested in the RFP. Our services include:

- Energy Consulting and Sustainability Services
- Procurement of electricity, natural gas and RECs/Carbon Offsets
- Strategic Planning and Energy Deregulation Consulting
- Energy Usage Analysis
- Guidance related to Legislative/Regulatory Updates
- Building Systems Analysis
- Energy Audits/Surveys
- Energy Benchmarking/Baselining
- Energy Improvement Recommendation, Design, Bidding and Oversight Systems Upgrades
- Alternative Energy Consulting
- Renewable Energy Feasibility Assessments

OFFICE LOCATIONS

CONNECTICUT OFFICES
NORESCO, LLC
5 Research Drive, Floor 2
Shelton, CT 06484

NORESCO, LLC
23 Village Lane, Suite 23
Wallingford, CT 06492

HEADQUARTERS
NORESCO, LLC
1 Research Drive, Suite 400C
Westborough, MA 01581

FIRM OWNERSHIP

NORESCO has been in business for 40 years and has experienced consistent growth and profitability. We attract and retain excellent professional staff comprised primarily of accredited engineers and have been recognized by our clients and their regulatory services as a leader and innovator in energy efficiency. Our client list includes public/government entities and some of the largest commercial, manufacturer, pharmaceutical, and higher education clients in the U.S. and abroad. NORESCO, LLC is a Delaware limited liability company and a wholly-owned indirect subsidiary of Carrier Global Corporation (NYSE: CARR). NORESCO, LLC is 100% owned by NORESCO, Inc. NORESO, Inc. is 100% owned by Carrier Corporation. Carrier Corporation is 100% owned by Carrier Global Corporation.

NORESCO'S PROFESSIONAL CREDENTIALS:

- 85 Registered Professional Engineers
- 72 LEED Accredited Professionals
- 75 Certified Energy Managers
- 12 LEED Green Associates
- 27 Engineers-in-Training (EIT)
- 3 Certified Building Commissioning Professionals
- 8 Certified Energy Auditors
- 2 Building Energy Modeling Professionals
- 1 Building Energy Assessment Professional
- 1 Certified Business Energy Professional
- 2 Certified Lighting Efficiency Professionals
- 3 Commissioning Process Management Professionals

ORGANIZATIONAL STRUCTURE

Internally, NORESCO is organized by service teams that include Sustainability Services, Energy Performance Contracting, and Federal Services. Our internal structure allows our teams effectively collaborate with building owners, architects and engineers to identify and integrate viable sustainable design strategies into projects to optimize overall energy and environmental performance in new construction and existing buildings.

NORESCO serves clients nationwide. We have 30 offices nationwide and two in Connecticut to quickly respond to client and market needs and are able to offer all our services at each office location.

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2. EXPERIENCE, EXPERTISE, AND CAPABILITIES

A. PHILOSOPHY STATEMENT AND BUSINESS FOCUS

Over an extended period of time, energy purchasing and associated contractual results are ultimately market-driven. With each buying cycle, there are many factors that can impact results (weather, demand, a variety of rate components, time of year, customer efficiency & load factor, effectiveness of purchasing process, etc.); some of these factors can be controlled, while many cannot. As it relates to energy purchasing, NORESCO's philosophy and business focus is to help our clients achieve at least the following:

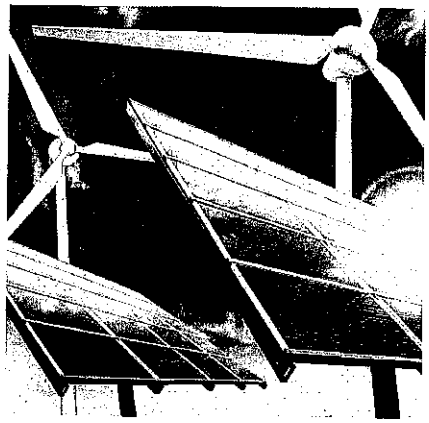
- Identify value proposition
- Identify and mitigate risks or uncertainties that can be controlled.
- Set business objectives. For most government-sector clients, these objectives will consist of (at least) establishing rate certainty and maximizing savings where possible.
- Set forth a purchasing strategy and a tactical plan to achieve business and environmental objectives.
- Execute the plan which, at some point, will be inclusive of a transparent, competitive bidding process amongst state-registered suppliers to secure lowest possible rates for applicable strategy and preferred energy product.

DISCUSSION

Within the context of purchasing energy on a retail basis and for a governmental entity that is ultimately responsible to its taxpayers, part of NORESCO's philosophy is to help a customer understand its value proposition and reasons for shopping. From here, we will seek to ensure that our client achieves its stated goals & objectives. These goals often consist of maximizing savings and achieving rate certainty, and doing so in an environmentally-responsible manner. As your subject-matter expert, it is our responsibility to make sure that the City is served in a professional, transparent way to ensure that these goals are met repeatedly and on a consistent basis.

The timeframe 2003-2008 was a period of steadily rising energy prices - see below - during which it was not uncommon to see contract-over-contract rate increases of 20-30%. In late 2008, with our country's recession, energy prices fell dramatically and within a very short period of time. From 2009 to present, markets have moved predominantly 'sideways'. There has now been an extended period of time where energy (commodity) prices have been favorable; yet despite this condition, we have still seen swings in retail prices that are driven by other factors such as delivery infrastructure, demand, system congestion, new sources of locally-produced energy, and capacity rate components. With the increasing costs that we've experienced in some of these other components (capacity charges, for





South Jersey Power Cooperative — Electric and Natural Gas Procurement and Online Reverse Auction | Multiple Locations, NJ

Our work includes more than 80 public-sector entities for electric purchasing and approximately 100 public-sector entities for natural gas purchasing. Due to the size of the geographic area, the entities span two electric utility territories and two natural gas utility territories. Our team worked with this group for a decade and has helped them to achieve millions of dollars in cost savings throughout this period. The SJPC occasionally utilizes an auction process to conduct its bidding and also has incorporated a green component into its purchasing.

instance), the retail energy quotes we see often don't seem to line up with what we would expect to see when we look at a typical graph of energy (commodity) futures prices.

With this evolution, one of the factors that can be affected is the frequency and degree to which an entity chooses to be subjected to the volatility of rapidly changing market conditions. In most deregulated markets, a customer's value proposition is largely dependent upon the default scenario under which they are otherwise served by their local utility company. Often, the default scenario may not represent the most comfortable choice due to the nature and frequency of changing utility rates. Sometimes, a third-party energy company can offer a rate that is lower than the serving utility's rate, or a rate that is fixed (rather than one that floats on a spot-market basis, or one that changes every three or six months).

Frequently, NORESCO's charge in the government sector is to help entities like the City of Waterbury avoid these fluctuating rates. This is done by securing a longer-term retail energy agreement with a third-party provider; an agreement that may provide a greater degree of rate certainty and for an extended period of time (up to 2 years or even longer, depending upon local municipal regulations). This type of agreement brings longer-term rate certainty and often offers savings versus the utility's rates as well.

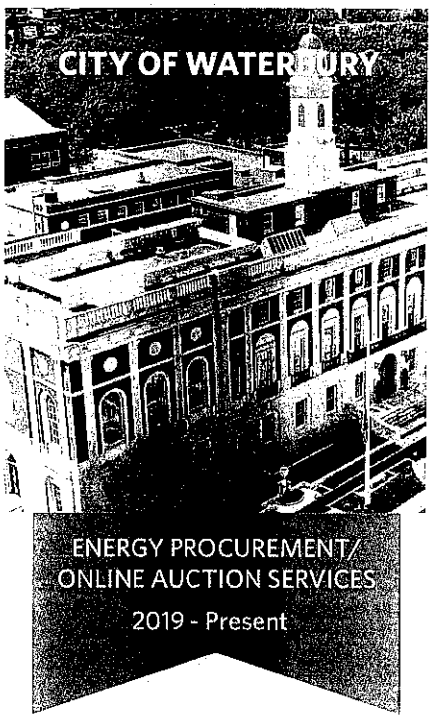
Our philosophy and our Procurement team's business focus is to always ensure the best possible service and results for our clients. We hope to be able to demonstrate this commitment for City of Waterbury.

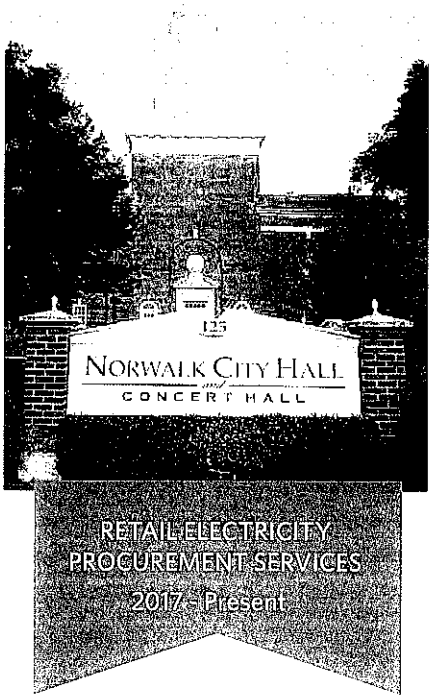
B. SUMMARY OF RELEVANT EXPERIENCE

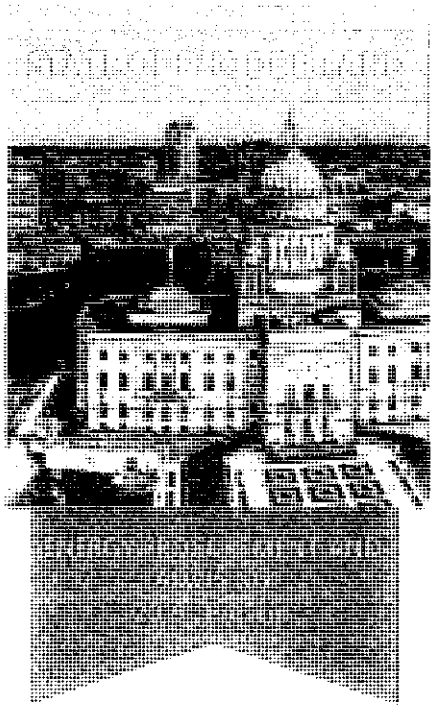
The NORESCO professional consulting team has a vast amount of public-sector energy consulting experience and expertise, specifically related to this RFP. NORESCO currently is the electric and natural gas consultant for the South Jersey Power Cooperative, a large joint purchasing group which includes more than 100 public entities throughout New Jersey. Additionally, NORESCO represents, or has represented numerous clients throughout the State of Connecticut including United Technologies, Windham Hospital, Chubb & Son, Sikorsky and Pratt & Whitney.

Our team fully understands the process by which this type of program must be built and delivered, the contractual obligations and considerations of the lead agency as well as the participants,

FEATURED PROJECTS







We have included more detailed descriptions and additional projects on the following pages.

and the procurement and auction strategy by which the desired results will be achieved. On the pages that immediately follow, NORESCO has provided a short description with highlights of some of these projects.

EXPERIENCE WITH THE CITY OF WATERBURY

NORESCO is currently in the middle of an energy savings performance contract with the City of Waterbury, CT. This provides NORESCO with a keen understanding of the City's facilities and will be used to support our delivery of procurement services and strategy.

C. PERSONNEL LISTING

We understand that the most important commitment we can make to the City is a dedicated and experienced project team. The team we are proposing was selected based on their expertise completing projects of similar size and scope to City's upcoming procurement project. Each proposed team member is established within their technical field and brings in-depth knowledge of electric and natural gas procurement. Detailed resumes and a proposed team structure to complete with engagement has been included on the following pages.

D. CONFLICT OF INTEREST

NORESCO does not have any real or potential conflict of interests that would prevent us from acting in the best interest of the City of Waterbury, CT.

REPRESENTATIVE LISTING OF COMPLETED ENERGY CONTRACTS

TRANSACTION MONTH	CLIENT	COMMODITY	SERVICE PERIOD	ANNUAL AVG. CONTRACT QUANTITY	ENTITY UNIT
Sep 2024	County of Rockland, NY	Electricity with RECs	11/24 - 10/25	38,000,000	kwh
Aug 2024	Federal Reserve Bank of NY	Electricity with RECs	12/24 - 12/26	40,000,000	kwh
Aug 2024	City of Waterbury, CT	Electricity	11/24 - 11/25	38,000,000	kwh
May 2024	State of Rhode Island	Electricity with RECs	10/24 - 10/26	216,000,000	kwh
Mar 2024	New Jersey County Colleges	Natural Gas	11/24 - 10/27	335,000	dth
Mar 2024	City of Norwalk, CT	Electricity	12/24 - 12/27	19,000,000	kwh
Mar 2024	County of Rockland, NY	Natural Gas	07/24 - 06/27	92,000	dth
Feb 2024	Dallas-Fort Worth Airport	Natural Gas	04/24 - 03/25	353,000	dth
Jan 2024	State of Rhode Island	Natural Gas	11/24 - 10/27	1,350,000	dth
Nov 2023	State of Rhode Island	Natural Gas	01/24 - 12/24	600,000	dth
Oct 2023	Dallas-Fort Worth Airport	Electricity with RECs	01/24 - 12/26	480,000,000	kwh
Sep 2023	County of Rockland	Natural Gas	01/24 - 12/25	57,500	dth
Jun 2023	New Jersey County Colleges	Electricity	08/23 - 08/25	105,000,000	kwh
Sep 2021	Pennyslvania Convention Center	Natural Gas	04/22 - 04/26	62,000	dth
Jun 2021	Pennsylvania Convention Center	Electricity with RECs	06/22 - 06/27	25,000,000	kwh

2. EXPERIENCE, EXPERTISE, AND CAPABILITIES

TEAM CHART





ERIK MILLER
CEM, CEP, LEED AP
Project Director
Primary Point of Contact

ENERGY PROCUREMENT TEAM



KEN SISSINGH
Technical Specialist



VALERIE DEMEESTER
Contracts Administrator



TOFIK SHILIWALA
Energy Analyst



TERRI HINDES
Project Coordinator

RENEWABLE ENERGY TEAM



DEREK JAMES
CEM, CEA, LEED AP
Renewable Energy Director



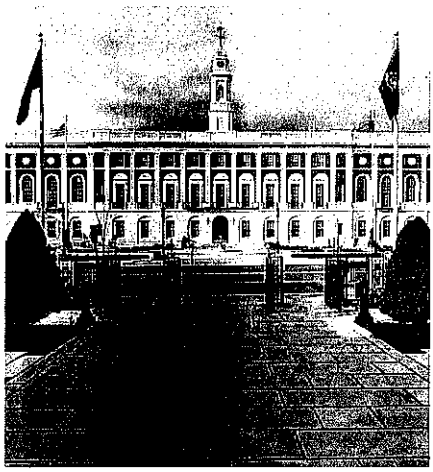
KRISTIN SALINAS
P.E., LEED AP BD+C, WELL AP
Sustainability SME

ADDITIONAL PROJECT RESOURCES
Professional Engineers, NEBB TAB Certified Professionals, Mechanical System Specialists, Project Managers, Sustainability Experts, Systems Integration Specialists, Cost Estimators



CITY OF WATERBURY

Waterbury, CT







ELECTRICITY PROCUREMENT CONSULTING AIMS TO MAXIMIZE COMPETITION AND DRIVE COMMODITY PRICES TO THEIR LOWEST POSSIBLE LEVELS

NORESCO represents the City of Waterbury, CT as its professional energy advisor. We provide energy procurement and contract management services to enable the City to obtain competitive commodity pricing including, but not limited to, electricity, natural gas, and renewable energy credits. To develop the bid specifications, NORESCO first analyzed all electric accounts for each service location, including monthly energy consumption, 15-minute demand interval data, utility rate class information, and tariff structure. This analysis allowed NORESCO's energy procurement team to detect trends, anomalies, statistics that assisted with the buying strategy, product selection, energy use behavioral habits, potential for curtailment award programs as well as a benchmark toward future energy use within the City.

Upon completion of the bidding process, NORESCO assisted the City with compiling the results and providing input and recommendations to the City to facilitate the supplier selection and contract execution. NORESCO then worked with the winning energy supplier to confirm that the account enrollment process was handled by the supplier in a timely fashion, as well as helped ensure a seamless transition from the existing contract.

NORESCO's project had to work to accommodate the city's fuel cell installation for their water pollution control plant. The installation of the fuel cell provides a guaranteed kWh production rate of approximately 864,000 kWh per month, or about 10,373,000 kWh per year. This production provides approximately two-thirds of the electricity requirements necessary to operate the water pollution control plant. NORESCO also had an energy savings performance contract with the City of Waterbury, CT. This provided a keen understanding of the City's facilities and was used to support the team's delivery of procurement services and strategy.

Size
30 School Accounts
200+ City Accounts

Timeline
2016 - Present

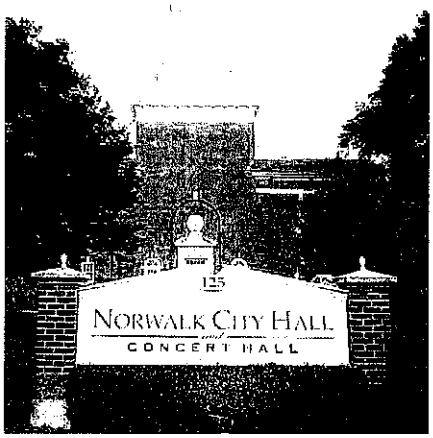
Owner/Client
City of Waterbury

NORESCO Services
Energy Procurement Consulting
Online Auction Services

CITY OF NORWALK

Norwalk, CT







NORESCO REPRESENTS THE CITY OF NORWALK WITH THEIR RETAIL ELECTRICITY PROCUREMENT

NORESCO was selected by the City of Norwalk, CT to provide energy procurement and consulting services to enable the City to obtain competitive commodity pricing, including but not limited to, electricity, natural gas, and renewable energy credits. NORESCO worked with the City to help structure electric generation supply contract(s) that are aligned with budget requirements, tolerance for market exposure, and environmental objectives.

Throughout this process, NORESCO's team, led by Erik Miller, worked with the City to recommend a purchasing strategy; set-up and administer a competitive RFP process; and provide contract support to ensure favorable terms and conditions.

After the bidding process was complete, NORESCO assisted the City with compiling the results and providing input and recommendations to the City to facilitate the supplier selection and contract execution. NORESCO then worked with the winning energy supplier to confirm that the account enrollment process was handled by the supplier in a timely fashion, as well as helped ensure a seamless transition from the existing contract.

Size
35 School Accounts
74 City Accounts

Timeline
2017 - Present

Owner/Client
City of Norwalk

NORESCO Services

Energy Procurement Consulting

Results

- Estimated Annual Savings: $267,000
- 3 year contract from 2017-2020
- Contract renewed 2020-2024
- Total contract savings: $801,000

STATE OF RHODE ISLAND — OFFICE OF ENERGY RESOURCES

Providence, RI



NORESCO FACILITATES $22 MILLION NATURAL GAS SUPPLY AGREEMENT AND $46 MILLION ELECTRIC SUPPLY AGREEMENT FOR STATE OF RHODE ISLAND

The Office of Energy Resources (OER) is Rhode Island's lead state agency on energy policy and programs. OER works closely with private and public stakeholders to increase the reliability and security of its energy supply, reduce energy costs and mitigate price volatility, and improve environmental quality.

Using NORESCO's online reverse auction platform, the energy procurement services team facilitated a $22 million, longterm natural gas supply service agreement for the State. The project scope not only includes the State of Rhode Island, but several other entities such as the University of Rhode Island, Rhode Island College, and the Rhode Island Public Transportation Authority.

NORESCO recently completed the electric supply agreement for the state which was more than $46 million.

Program Participants Include:

- City of East Providence
- Rhode Island Public Transit Authority (RIPTA)
- Town of Bristol
- Town of South Kingston
- University of Rhode Island
- Rhode Island College
- State of Rhode Island

Timeline
2019 - Present

Owner/Client
Rhode Island Division of Purchases

NORESCO Services

Energy Procurement and Consulting Services

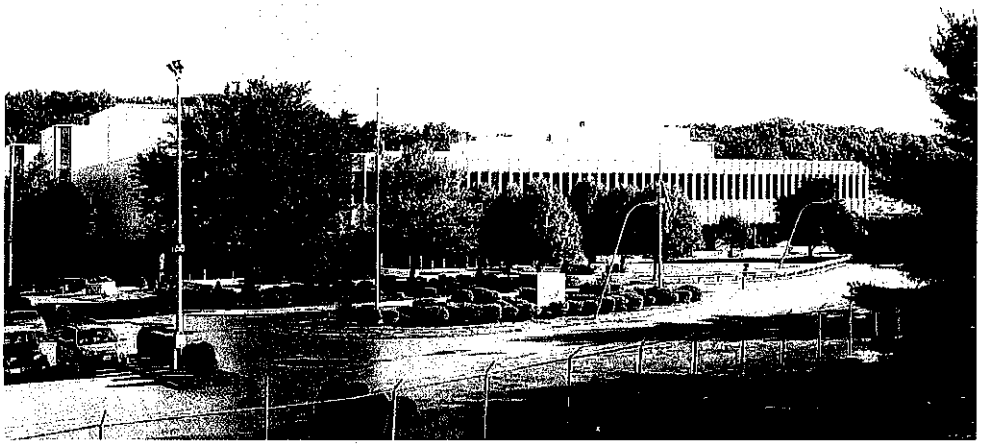
Online Auction Services

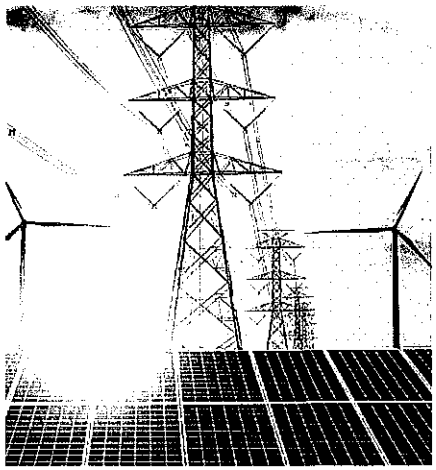
Results

- Estimated Annual Savings: $2.1 million
- 3 year contract from 2019 - 2022
- Total contract savings: $6.3 million

RAYTHEON TECHNOLOGIES — ELECTRICITY PROCUREMENT CONSULTING SERVICES

Multiple Locations, CT





NORESCO CONTINUES ELECTRICITY PROCUREMENT CONSULTING SERVICES WITH FORTUNE 50 COMPANY, RAYTHEON TECHNOLOGIES

NORESCO is currently working with Raytheon Technologies (Raytheon) (previously United Technologies Corporation), a fortune 50 $63 billion company, to provide electricity procurement consulting. Beginning with a pilot engagement Raytheon set out to recruit participants from within the Raytheon umbrella, such as Pratt and Whitney and Otis Elevator, to determine where the economies of leveraging the buying power of such a large organization could be exercised. The pilot project, which was completed in 2013, was done on a hyper-accelerated schedule in order to ensure a new agreement was in place before Raytheon's existing contract expired.

The pilot project included more than 20 accounts spread over 11 office and manufacturing facilities. Similarly to a hospital, analysis on the manufacturing facilities revealed that these buildings are process oriented and did have a drastic fluctuations of energy use by season or time of day. The office buildings revealed quite the opposite. As a result, the team had to take a unique project approach and ensure that each facility was carefully considered to ensure that the manufacturing facilities were not subsidizing the use of energy on the office buildings.

This project utilized a online reverse auction platform to help Raytheon secure the most aggressive pricing and demonstrated the value of centralized and aggregate purchasing. We continue to work with Raytheon in order to provide ongoing procurement services such as utility bill auditing and online management, interval analysis, and market performance reporting.

Timeline
2013 - Present

Owner/Client
Raytheon Technologies

NORESCO Services

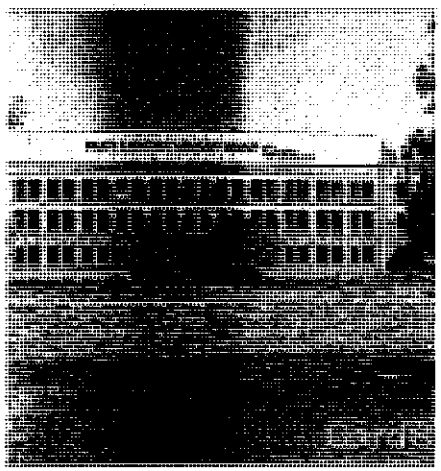
Electricity Procurement Consulting Services
Interval Software Analysis
Online Reverse Auction Services

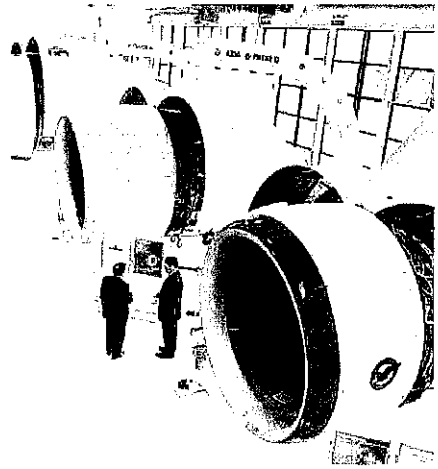
"I can attest to the professionalism and work quality we have received from NORESCO over the past several years. I take great pride in sourcing the most qualified and reliable companies to work with my team, and working with NORESCO has proven to be both pleasant and enjoyable."

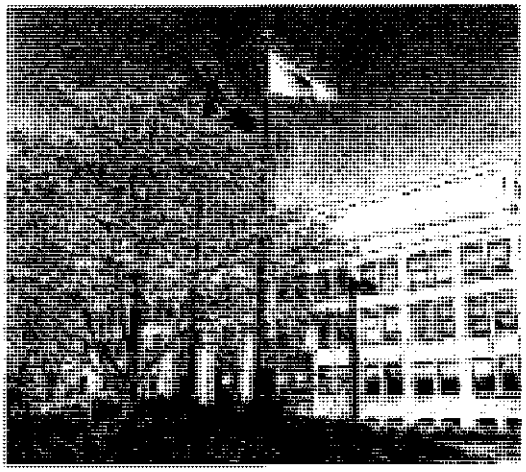
— Rob Denya, FMP, UTC
Corporate Facilities Manager

PRATT & WHITNEY — EAST HARTFORD FACILITY NATURAL GAS PROCUREMENT CONSULTING SERVICES

East Hartford, CT







NATURAL GAS PROCUREMENT CONSULTING LEADS TO LOWER COSTS FOR AIRCRAFT ENGINE MANUFACTURER

NORESCO was contracted to serve as the energy advisor and consultant for Pratt & Whitney's Aircraft division. In this role, NORESCO is providing retail natural gas procurement strategy consultation with a goal of lowering natural gas costs for the Pratt & Whitney's East Hartford, CT location.

To identify potential opportunities, NORESCO first assessed and analyzed all the cost variables within the company's existing natural gas contract. This included reviewing the account and meter numbers; monthly energy consumption; daily demand charges; DIMP, MDQ & CAM charges; service and billing addresses; as well as various tariffs and riders.

Following this analysis, NORESCO determined the most appropriate products and options for the company and, subsequently, developed a natural gas procurement strategy. Among the elements taken into consideration within strategy development included the political environment within Connecticut, a review comparing all costs associated with Interruptible and Firm rates, market conditions and timing of purchase requests. Within the plan, NORESCO also created a what-if scenario to understand and assess the costs and other ramifications of switching from an Interruptible to a Firm rate. Benefits for Pratt & Whitney of switching to a Firm rate were found to potentially include the elimination of the expense of replacing aging underground storage tanks as well as the need to use their own #2 fuel oil during interruptions.

NORESCO also developed and outlined various negotiation points and strategies that could assist in lowering the natural gas charge. This included challenging the out-dated, yet common, assumption that interruptible customers typically pay less than Firm customers.

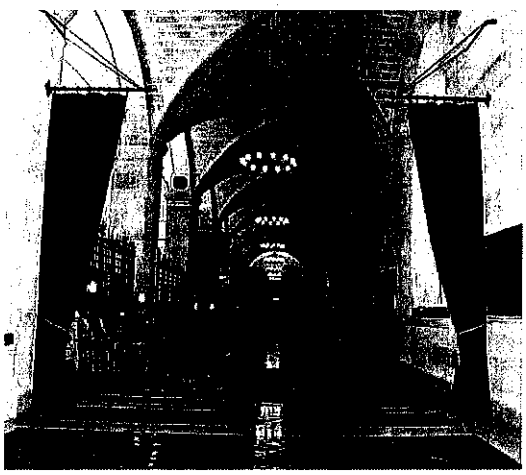
Timeline
2014 - Present

Owner/Client
United Technologies Corporation / Pratt & Whitney

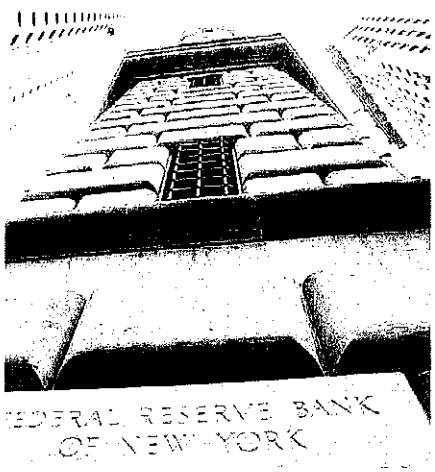
NORESCO Services
Natural Gas Procurement Consulting

FEDERAL RESERVE BANK OF NEW YORK — ELECTRICITY PROCUREMENT CONSULTING SERVICES

Multiple Locations, NY/NJ







NORESCO REPRESENTS THE FEDERAL RESERVE BANK WITH THEIR RETAIL ELECTRICITY PROCUREMENT

NORESCO has completed multiple sustainability and energy efficiency studies with the Federal Reserve Bank of New York. We are currently providing retail electricity procurement consulting services. The engagement includes multiple accounts spread over three locations, two in New York and another in New Jersey.

At the beginning of the engagement, the NORESCO team performed a detailed analysis of each building to determine the energy usage characteristics, identify peak versus off-peak usage, evaluate energy fluctuation by season and time of day as well as determine the load factor of each site. To do this our team worked collaboratively with the client and its stakeholders to thoroughly understand their priorities and regimented procurement requirements to support the Bank's procurement strategy and purchasing recommendations.

To date, NORESCO has facilitated one transaction for the Bank's New Jersey campus and is currently using this information in order to develop a long-term and aggregate procurement strategy for both the New York and New Jersey campuses.

Timeline
2014 - Present

Owner/Client
Federal Reserve Bank of New York

NORESCO Services
Retail Electricity Procurement Services

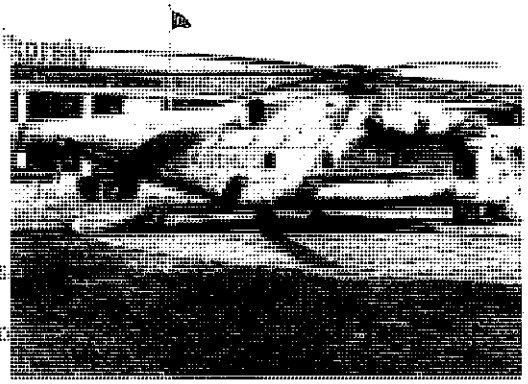
RENEWABLE ENERGY PROJECT EXPERIENCE

SIKORSKY AIRCRAFT - RENEWABLE ENERGY CERTIFICATES

Stratford, CT

NORESCO manages portfolio of Renewable Energy Certificates in the Connecticut Renewable Portfolio Standard compliance market. We provide this Renewable Energy Certificate service to both Sikorsky and Pratt & Whitney.

The site uses approximately 90 million kilowatt-hours annually, with 84% being generated onsite with a 10.2 Megawatt cogeneration facility that qualifies for Connecticut Class III Renewable Energy Certificates (RECs). The Combined Heat and Power (CHP) plant also provides in excess of 90% of the thermal load required for manufacturing operations and provides the campus' heating and cooling loads. NORESCO provides analysis, reporting, management consulting and brokering services for the RECs produced at Sikorsky Aircraft's Combined Heat and Power (CHP) plant. NORESCO prepares and submits Quarterly Compliance reports on behalf of Sikorsky to the Connecticut Public Utilities Regulatory Authority.

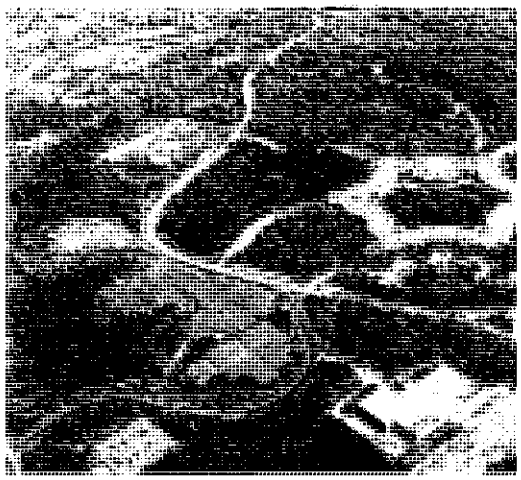


MERCK HEADQUARTERS — PHOTOVOLTAIC ARRAY SOLAR DEVELOPMENT AND IMPLEMENTATION

Whitehouse Station, NJ

Power purchase agreement enables large-scale photovoltaic installation

In 2008, NORESCO was contract by Merck & Co., Inc. to develop a photovoltaic system at the company's corporate headquarters. The project is managed, owned, and operated by NORESCO through a 20-year power purchase agreement. NORESCO also performed a solar market analysis to identify potential incentive funding opportunities and projected market values for solar renewable energy credits in New Jersey. As a result of this analysis, funding for the project came from financial incentives through the New Jersey Clean Energy Program along with tax credits from the U.S. Federal Solar and Renewables Tax Credit Program.

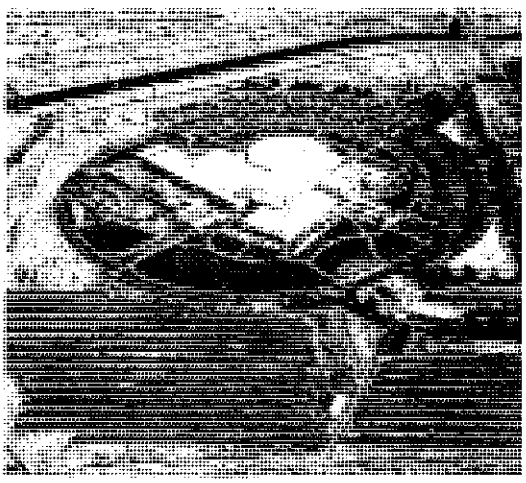


FEDERAL AVIATION ADMINISTRATION — SOLAR DEVELOPMENT AND IMPLEMENTATION

Mather, CA

Showcase solar PV project serves as a model for innovative financing of renewable energy projects

Northern California TRACON (NCT) partnered with NORESCO to develop a 1-MW photovoltaic (PV) system. The system is owned by a third-party who operates, and maintains the PV system located on NCT property and all power is sold to NCT at a rate lower than that currently billed by the local utility. Any power not consumed by NCT is fed back into the grid and credited to NCT's electric bill. NORESCO worked with the third-party owner to identify and leverage federal grants and local utility incentives that further lower the cost of power sold to NCT.



REFERENCES

We believe our clients will attest to the fact that NORESCO is competent, trustworthy, responsive, consistent, dependable and reputable.

NORESCO is extremely proud to represent many government-sector, large-volume energy users in the northeast as their Energy Advisor. We have served many of our government clients for more than 10 years. We place immense value in our long-standing relationships, and we work hard to keep them healthy.

The references we are presenting herein have been chosen because they have one or more elements in common with the City of Waterbury.

These common elements include some combination of the following:

- Government-sector energy user, with strict bid process and contractual requirements
- Energy users with large numbers of meters/accounts to manage
- Energy users with significant energy volumes, including locations with unique operating circumstances such as cogen or solar PV systems
- Consulting services include the procurement of electricity, natural gas and renewable energy
- Online reverse auction services provided
- Numerous clients in the New England region (ISO-NE)
- Clients with aggregated buying pools, inclusive of numerous participating agencies (municipal, k12, higher ed, county government, state government, etc)

We hope the City will connect with our references for valuable feedback.

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3. STATEMENT OF QUALIFICATIONS AND WORK PLAN

APPROACH: CONSULTING AND PROCUREMENT

As we have done for the past 8 years, NORESCO will once again fully address all scope items outlined in the City's RFP. NORESCO will work side-by-side with the City's Energy team and with each department within the City to support and help generate maximum savings and the lowest possible energy costs for all. We will help to secure energy supply contract(s) that are aligned with City budget requirements, risk tolerance, and environmental objectives.
NORESCO is intimately familiar with the City's energy program, including its mission, process, service requirements, background, history, and expectations. NORESCO is fully appreciative of the scope, magnitude and goals of this engagement. The City requires great attention to detail, a full understanding of the Connecticut public-sector energy purchasing process, energy contract expertise, market expertise, and excellent customer support.

Below please find a more detailed description of our work plan and procurement approach for the City of Waterbury.

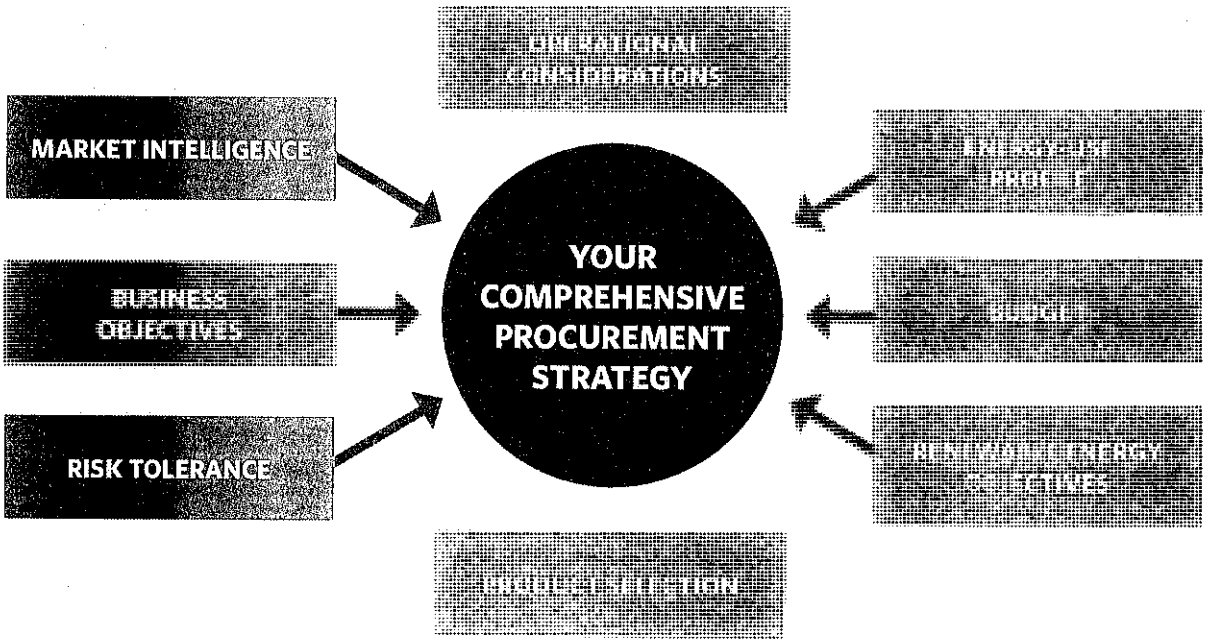
DATA COLLECTION, ASSEMBLY AND ANALYSIS
This includes all work necessary for NORESCO to collect, assemble, categorize and analyze account information. For each service-account received, this data includes at a minimum:

- Utility account/meter numbers
- Service Address and rate class
- Monthly consumption (kWh, therms, etc.)
- Demand and PLC tag information
- Load profile, load factor and usage characteristics
- Any special operating circumstances
- Anticipated changes to any accounts

Detailed account and usage information will be used to develop and analyze various pricing models for the City to help determine the most appropriate products and options to include in the Pricing Form of each Request for Bid. We will also request information from participants to gain an understanding of any pending energy conservation or large facility/plant expansion projects that may (materially) impact the energy consumption or load profile of City facilities.

DEVELOP PROCUREMENT STRATEGY AND RFB DOCUMENTATION
NORESCO will work with the City to develop an energy procurement plan. At a minimum, this plan will be considerate of the following:

- Energy futures prices and market conditions
- Indicative pricing
- Participating energy suppliers
- Timing of current service period, and release of RFB
- Identifying large accounts with unique circumstances (eg, cogen,



solar, etc.)
- Contract duration and structure, pricing alternatives, etc.

NORESCO will create the technical specifications for each RFB, provide files with the relevant account data and develop the Pricing Form specifically for each product. Each pricing option is bid on an individual basis.

SUPPORT AND FACILITATE BID PROCESS

NORESCO will provide the necessary expertise and recruiting efforts to maximize supplier participation and competition amongst Connecticut-licensed energy suppliers. NORESCO will execute each bidding pricing process in accordance with the City's desired methodology (traditional, online auction, etc.). We will assist the City with updating any technical terms to ensure maximum contractual protections for all. We will then work closely with The City to support and help administer the bid process, provide recommendations and facilitate contract execution between the City and the winning energy supplier(s). During the bid process, we will assist with responding to bidder questions. Upon receipt of final pricing, we will review the responses, tabulate the results and provide input and/or recommendations to the City upon request. If an award is made, NORESCO will then work closely with the winning energy supplier(s) to ensure that the proper accounts are seamlessly transitioned to the new supplier (as appropriate), and the enrollment process is handled in an effective and timely fashion.

CONNECTICUT-LICENSED ENERGY SUPPLIERS

Below please find a representative list of retail energy suppliers that are currently licensed with the CT PURA and are typically active in the Connecticut government-sector market:
- Constellation/New Energy
- NRG (formerly Direct Energy)
- Engie
- NextEra Energy

NORESCO regularly surveys the market with the intent of encouraging new suppliers (and formerly participating suppliers) to become qualified with the CT PURA and with the City.

BIDDING METHODOLOGIES

Over the past 8 years, NORESCO has worked closely with the City to support and execute bidding processes via traditional methods as well as processes via online reverse auction. NORESCO stands ready to deliver future processes in whichever manner is preferred by the City for any given process. NORESCO has also suggested alternative methodologies that allow for multiple rounds of supplier bidding. This can be revisited in the future, at the City's direction.

BILLING AND ON-CALL SUPPORT SERVICES

During the term of our engagement, we will continue to monitor the energy markets and advise the City in a pro-active manner. NORESCO is available as a dedicated and dependable resource to all participating participants, and will assist with billing issues, budgeting, energy concerns, and general questions which do come in quite regularly. We will monitor regulatory changes in Connecticut that may affect future bids and be available to answer questions on the process and results we jointly achieve.

MARKET REPORTING AND KEEPING STAKEHOLDERS INFORMED

NORESCO maintains a regular connection with its clients by providing a weekly market update report which is distributed to any party that wishes to receive it (see sample included in the Appendix of this proposal). NORESCO also will attend City meetings upon request to conduct periodic educational and market update sessions for interested participants.

MEETING THE CITY'S REQUIRED TIMELINE

NORESCO understands that City's current electricity contract will expire in October. NORESCO stands ready to execute the City's forthcoming bid process well in advance of this expiration month, in order to ensure a smooth transition from this contract to the next. NORESCO has worked closely with the City to develop and implement procurement processes to reduce the amount of time it takes to deliver each process. The intent is to be in 'bid ready position' at all times, and to be agile enough to capture favorable market opportunities when they present themselves.

INDICATIVE PRICING, BUDGETING AND FUTURE SAVINGS OPPORTUNITIES

As we have done for many years, NORESCO will continue to pro-actively provide indicative supply offers to help benchmark energy prices and determine when and whether there are savings opportunities available in the marketplace. NORESCO provides multiple forms of communication to assist its clients with monitoring energy markets from a macro point of view, and also translating overall market conditions to meaningful data that is client-specific.

NORESCO provides weekly market reports, and to convert this information into meaningful data, a customer's individual and respective operating characteristics are applied to build energy price offers. With these regular market and price monitoring activities, we help to set cost expectations, support budgets, and alert the City when new savings opportunities exist.

MEETING CHALLENGES

Over the past several years and into the present, due to, energy markets have been materially impacted by world events and other numerous contributing factors. NORESCO has worked closely with the City to help manage buying processes and working through challenging periods of time. We will continue to do so.

ONLINE AUCTION PLATFORM

NORESCO offers a world-class online reverse auction platform for our clients seeking the power and efficiency of a real-time, audit-quality, transparent supplier bidding process. A properly administered online-auction process can be a powerful sourcing tool, and in our experience can drive commodity prices to their lowest possible levels, especially for consumers with substantial energy consumption. We like to emphasize that the online auction is a tool that can be used in the procurement process, but in and of itself, it is not a substitute for strategy.

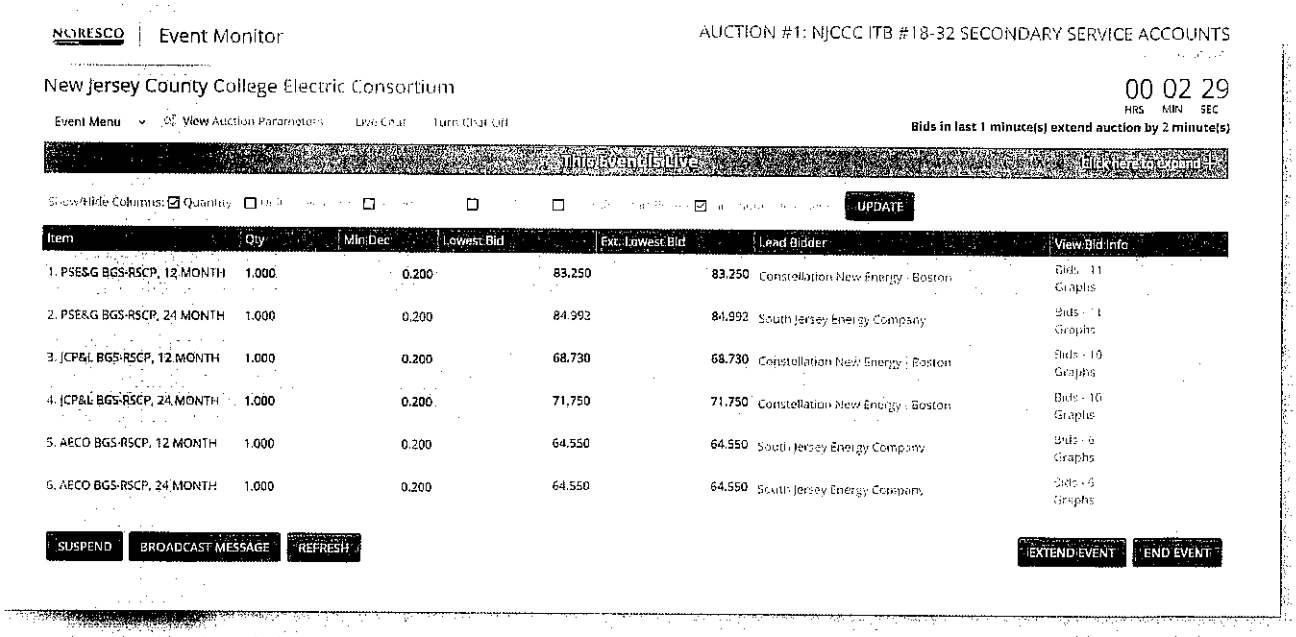
One of the most attractive benefits of working with NORESCO's online platform is that the platform is fully customizable in terms of bidding methodology, and can be tailored to accommodate the specific requirements or requests of our clients. Some of these customizable parameters include:

- Bidding methodology: sudden-death style vs. automatic-extension style
- Post and response
- Setting bid reserves
- Setting views for participating suppliers: showing "Lead/Not Lead" vs. actual bidder rank
- Real-time reporting and tracking
- Real-time graphs and viewer access
- Communication tools
- Ability to auction numerous pricing options and products concurrently

The platform that NORESCO utilizes is fully secure, and does not preclude any approved, or invited, supplier from participating in a bidding process. Use of this online auction platform can provide our clients with a singular location to access all required bid documents and specifications, account information, contract terms and conditions as well as any other relevant documentation. Below please find a few highlighted features of the platform. NORESCO will also provide a live demonstration upon request.

Automatic Extensions: The platform defaults to utilizing the automatic extension feature (final blind bid is also available). If a bid is entered within the last two minutes of an auction, the event will be extended an additional two minutes, automatically. This eliminates snipe bidding, or last second bids to be entered and have that bid be the winner (eBay as an example). The extension time is customizable by the buyer and also allows for separate line item expiration so that if one line item continues to receive bids, it will continue while other line items can independently end. In addition to automatic extensions, we can host traditional time blocked events and final blind bid events as well, but in our experience, the automatic extension method has been the most effective methodology in terms of capturing best market pricing.

Reporting, Real Time Graphs and Viewer Access: While events are in progress, our team provides the client additional viewer-only access to individuals that may want/need to watch the live event. Both during the actual event as well as after the event is complete, the bid results, full bidding data, real-time information, bid breakdowns on multi-component bids and other parameters can be displayed as a report or bid graph. Pre-formatted reports can show complete bidding details or a bid summary report. The complete bidding detail report provides an audit trail that displays every bid placed by every supplier for every line item





with a date and time stamp. This provides for increased transparency on procurement activity, a verifiable audit trail and Sarbanes Oxley and/or governmental procurement compliance. The bid summary or detail reports can be saved as an Excel, Word, PDF, HTML file, or data files and displays the suppliers' lowest overall bids for every line item that they placed a bid for. The bid graphs will show the bidding stream for each line item and show an overall savings graph. The bidding information, supplier information and savings graphs are dynamic and will update automatically in real time while the event is active. The graphs can also be saved or downloaded for future use in presentations or other reporting activities. All bidding history is accessible and saved indefinitely for future access by the client. All completed events can also be cloned so repeat events can easily and quickly be held in the future.

Fixed, Split Lot and Flex Lot Bidding:
The platform allows for multiple bidding formats, including fixed, split lot and flex lot bidding on energy line items, a critical feature when conducting complex purchasing scenarios. The platform allows for multiple options in the line item so that split lot bids can be conducted easily and rolled up into a single line item total. Within the reverse auction space this is a key feature to ease confusion and simplify the supplier platform interaction on more complex energy product options, such as a hybrid product or block and index product, for example.

System Technical Specifications, Security and Audit:
Availability, response time and security are critical in the successful delivery of any online auction process. The platform is fully web-based, and solely requires access to a computer with internet access for both our client to view events and for suppliers to participate in them.

Our system is hosted from a state-of-the-art data center with fully redundant power and internet connectivity. All servers are located behind a Checkpoint Firewall system and are all actively monitored 24x7. The web server utilizes a RAID1 configuration with hot swappable hard drives and power supplies. The site's Microsoft SQL database is hosted on a separate private database server.

The web application itself uses a 128 Bit SSL encryption for all data transmission and data is available to our clients via our web portal on a 24x7 basis. This ensures that our client's information is secure and available at all times for your use and retrieval.

Hosting Facility and Site Details:

- Uninterruptible power supply system including redundant backup and generators with 4000 gallon fuel capacity
- Security Card Access
- Staffed and Monitored 24x7
- Climate controlled server environment
- Multi-homed Internet Backbone
- SAS70 Type II compliant
- Two-tier server architecture
- Code is written in ASP.net 2.0
- 128 Bit SSL encryption (VeriSign issued digital certificate)
- Passwords are stored in encrypted form.
- Company administrators control access to server site
- Nightly backups of web server. Database is incrementally backed up

Additional detail and an auction demonstration will gladly be provided upon request.

4. COST SCHEDULE

As requested in the RFP we have provided the Cost Schedule in a separate, sealed envelope, labeled confidential.



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5. INFORMATION REGARDING: FAILURE TO COMPLETE WORK, DEFAULT AND LITIGATION

A. Have **you ever failed to complete any work awarded to you? If so, where and why?**
No.

B. Have **you ever defaulted on a contract? If so, where and why?**
No.

C. Is **there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.**
No, there is no such litigation that would affect the organization's ability to perform under this agreement.

D. Has **your firm ever had a contract terminated for cause within the past five years? If yes, provide details.**
No.

E. Has **your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.**
No.

F. During **the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.**
No.

G. Are **there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?**
No.



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6. EXCEPTIONS AND ALTERNATIVES

NORESCO has no exceptions or alternatives to the requirements in the RFP and scope of work.





New Jersey County College Energy Consortium — Electric and Natural Gas Procurement Consulting Services | Multiple Locations, NJ

NORESCO has been working with the New Jersey County College Electric Consortium since 2006 to develop and implement long-term buying strategies that meet budget requirements, risk tolerances and environmental objectives. To date, NORESCO has completed several multi-million dollar energy purchases for the Consortium, an aggregated buying group that includes 15 of the state's 19 community colleges. Together the colleges' annual electric consumption exceeds 98,000 megawatt-hours with an annual expenditure of more than $10 million in New Jersey's highly competitive retail electric market. With NORESCO's assistance, the Consortium recently negotiated and executed a contract valued at $16.5 million for retail electric service that will lock in rates below current prices and save participants approximately $1.3 million over a two-year period.

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7. ADDITIONAL DATA

On the following pages we have included information about a few additional, available services that can be provided by our team upon request by the City.

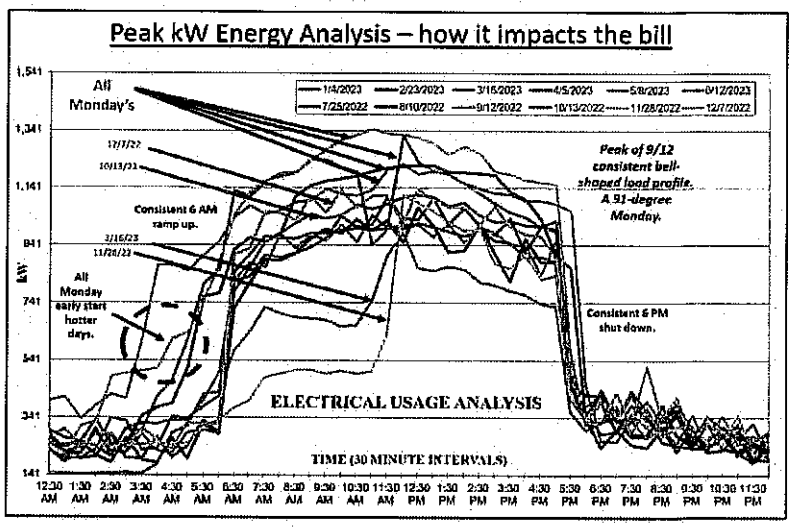
FORENSIC ENERGY ANALYSIS: PERFORMING A DEEP DIVE FOR SAVINGS

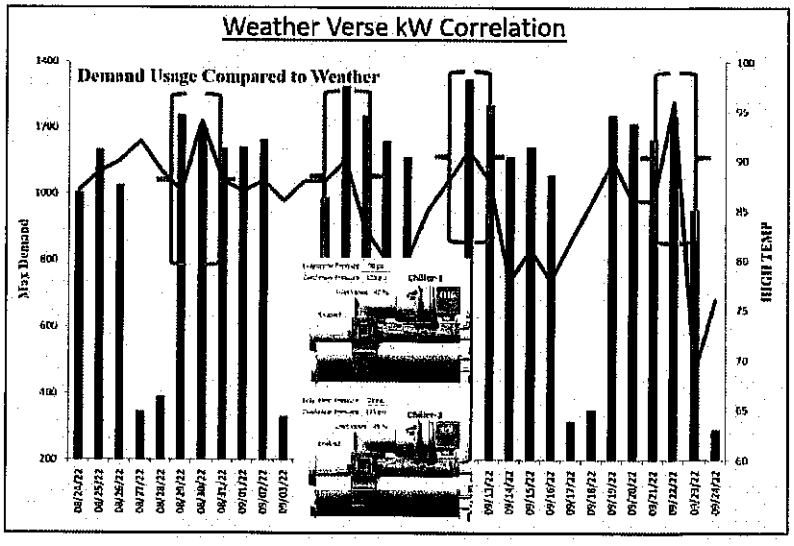
NORESCO's proprietary software goes well beyond the information that can be retrieved from a utility invoice. The NORESCO platform utilizes a facility's interval data readings to provide an in-depth analysis of our customers' energy use profiles and operating characteristics. In doing so, trends and anomalies are revealed and opportunities to improve operational practices are identified. The software determines precisely how energy is used throughout the day, week, month, and year, based on extracting one year's worth of data in the form of (up to) 35,000 15-minute interval readings. The result is a customized, graphical representation of individual use profiles and a tailored set of recommendations for our customers to use to make improvements that will reduce energy use (kWh), peak demand (kW) and costs.

This analysis also becomes the foundation to guide and inform optimal procurement of electricity. By using this engineering-based methodology to understand exactly how our customers' facilities operate, we can use this highly granular information to identify an electricity product or approach that is most complementary to these customer-specific load profiles. The goal is to lower retail electricity shaping premium cost by eliminating demand spikes and improving energy usage. Once NORESCO provides this level of analysis and recommendations, our customers are optimally positioned with a well-informed, strategic plan to procure their electricity supply service.

UTILITY BILL AUDITING AND TARIFF ANALYSIS

NORESCO provides ongoing, automated and manual bill audit and review services to help customers capture savings opportunities driven from both regulated and deregulated utility data and site information. NORESCO's proprietary software identifies outliers in the data, and our team of industry experts dives into the analysis to uncover results, well beyond items such as late fees. Our dedicated team has developed dozens of methods to help our customers save money on both their regulated and deregulated utility bills. Examples include combining meters for a better load profile, uncovering major billing errors, metering malfunctions, switching to a more economical tariff, and much more. NORESCO has the capacity to handle and process customers with portfolios of thousands of meters.





RENEWABLE ENERGY AND PPA CONSULTING

Our team has extensive experience working with renewable energy systems having performed design, engineering, product development, testing, performance characterization and commissioning on commercial photovoltaic modules and systems.

NORESCO staff are experts in assessing the energy and economic performance of building-integrated renewable energy technologies. Using state-of-the-art simulation tools, NORESCO staff calculate the annual energy production of individual or multiple renewable energy technologies, and establish the economic value of the energy produced. Carbon savings and other pollution preventions due to the proposed renewable energy systems are calculated using procedures accepted in the international carbon trading marketplace.

NORESCO is committed to making renewable energy a viable option to businesses and is leading the way in the creative use of wide-scale development and implementation of renewable technologies. Together with our customers, we have had the privilege of developing and implementing a dynamic array of projects, including solar and wind technologies and an advanced biomass boiler plant. NORESCO is committed to promoting and seeking out more renewable energy projects in the future.

NORESCO's renewable energy portfolio includes:

- Photovoltaics (roof and ground mounted)
- Geothermal/Ground source heat pumps
- Biomass conversion systems
- Wind
- Micro-grids/Battery storage
- PPA consulting and management

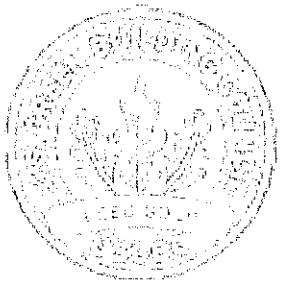
Many of our projects have taken advantage of rebates and grants that promote renewables. For example, NORESCO helped secure $2.35 million in grants from the Department of Energy and the Massachusetts Renewable Energy Trust to help make two New England projects a reality. We review all opportunities to apply other funding sources, renewable energy credits, emission reduction credits, and tax incentives, in order to help improve the economics of renewable technologies.

NORESCO staff facilitate the consideration of alternative financing of renewable energy technologies by linking renewable energy companies with the building owner, and conducting independent and economic analyses of any proposal agreement. NORESCO also provides due diligence reviews of those organizations financing the agreement.



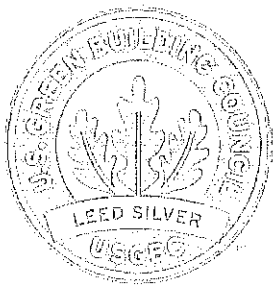
63+ LEED Platinum certified or awaiting certification

Including:
National Renewable Energy Laboratory (NREL) Science and Technology Building and Research Support Facility in Golden, CO



214+ LEED Gold certified or awaiting certification

Including:
Google San Francisco and 1901 Pennsylvania Ave in Washington D.C.



189+ LEED Silver certified or awaiting certification

Including:
U.S. Custom House in Denver, CO and Mount Sinai Medical Center — Leon and Norma Hess Center for Science and Medicine



57+ LEED Certified or awaiting certification

Including:
Indianapolis International Airport — Col. H. Weir Cook Terminal and Thurgood Marshall U.S. Courthouse in New York, NY

UTILITY BUDGETING AND USAGE & VARIANCE TRACKING

To help the City effectively manage and optimize utility expenses for electricity and natural gas, NORESCO proposes a comprehensive approach that encompasses assessment, budgeting, monitoring, and continuous improvement. Our process is designed to ensure accurate tracking, efficient usage, and cost savings where possible.

ASSESSMENT AND ASSEMBLY OF CURRENT ENERGY USAGE - SETTING A BASELINE

The first step of our process involves a thorough assessment and assembly of your current utility usage, most of which we have already so we are beginning from a solid foundation. We will analyze your electricity and natural gas usage and billing information from the past 12-24 months. This analysis will help us understand and visualize the City's energy consumption patterns, identify seasonal variations, and pinpoint any anomalies or unusual spikes in usage. By establishing a baseline and benchmark, we can set realistic and achievable goals for future consumption.

SUPPORTING AND FORECASTING THE CITY'S ANNUAL ENERGY BUDGET

Based on the initial assessment and billing review, we will calculate the City's historical monthly costs for both electricity and natural gas. We will also factor in projected utility costs based on existing energy supply agreements, and/or on budgetary pricing from the City's energy supply service providers and energy market futures prices. NORESCO has been providing this information to the City for several years, and we believe it can be formalized with an increased focus on making it a more regimented and regular process. This budgetary pricing data will inform the creation of an annual City energy budget that will serve to align practical expectations (per market conditions) with the City's financial objectives. Our goal is to work with the City team to help set a budget that is both realistic and achievable, ensuring that utility expenses can be managed effectively.

For reference, below is a graphic of one of the modeling tools that we've developed and utilize for other clients with similar budgeting requirements in our scope of services.

MONITORING USAGE AND COSTS

To maintain accurate tracking of utility usage, the ideal solution would be via the implementation of smart meters that would be directly accessible by City staff and representatives. In cases where

Authority: Budget Projection, Electricity

Historical

Usage (kWh), FY 2023 ACTUAL:		**22,833,675**	
Supply Cost (Constellation), FY23:	$	1,098,300	*approximate (based on contract rate of $0.04810/kWh)*
Delivery Cost (PECO), FY23:	$	413,876	*difference between total vs. supply ($0.018126/kWh)*
Total Actual Spend, FY2023:	$	**1,512,176**	total actual spend, from tracking spreadsheet

Projected

			% Adjust/Additional:	
Projected Usage (kWh), FY25:		26,256,726	15.0%	*adjust % to account for anticipated change vs. FY23 actual usage*
Projected Supply Cost, FY25:	$	1,263,045	0.0%	*using current supply rate of 4.81 cents/kWh*
Projected Delivery Cost, FY25:	$	498,755	5.0%	*Utility delivery rate (could add a small contingency for potential rate/tariff increases)*
Incremental cost for additional renewable energy:	$	**65,647**	0.0%	**assumptions: 2nd 50% renewable; REC cost of $5/REC**
Projected Electric Expenditure, FY25:	$	**1,828,447**		
Projected increase, FY25 vs. FY23 ($)	$	315,271		
Projected increase, FY25 vs. FY23 (%)		20.9%		

Authority: Budget Projection, Natural Gas

Historical

Usage (dth), FY 2023 ACTUAL:		**59,374**	*usage in 2021 even slightly lower than in 2020*
Supply Cost (UGI), FY2023:	$	247,400	*In gas spreadsheet, "total" costs are for supply only ($4.15/Dth is contract rate)*
Delivery Cost (PGW), FY23:	$	59,374	*this delivery charge amount is an estimate/placeholder; need PGW bills/summary to confirm*
Total Approximate Spend, FY2023:	$	**306,774**	

Projected

			% Adjust/Additional:	
Projected Usage (dth), FY25:		68,280	15.0%	*adjust % to account for anticipated change vs. FY23 actual usage*
Projected Supply Cost, FY25:	$	283,361	0.0%	*using current supply rate of $4.15/Dth*
Projected Delivery Cost, FY25:	$	75,108	10.0%	*Utility delivery rate (could add a small contingency for potential rate/tariff increases)*
Projected NG Expenditure, FY25:	$	**358,468**		
Projected increase, FY25 vs. FY23 ($)	$	51,694		
Projected increase, FY25 vs. FY23 (%)		16.9%		

smart meters are not available (which we expect to be the case), we will establish a tracking system, recording metered usage and cost information on a monthly basis as data can be retrieved or made available. This proactive approach ensures that any material deviations from the budget are promptly identified and addressed.

HANDS-ON APPROACH TO VISUALIZE BUDGET ADHERENCE

NORESCO will propose an approach to the City whereby we will provide a City-specific model to log monthly usage and costs for the City, for both natural gas and electricity, thereby enabling readily available visualization of trends, anomalies and budget adherence.

REVIEW AND ADJUSTMENT

Continuous improvement will be a focus of our strategy. At the end of each period, we will conduct a comprehensive review of your actual usage and costs compared to the budget. This review will allow us to identify any discrepancies, promptly address them and communicate necessary adjustments. If the budget is consistently exceeded, we will investigate the underlying causes and attempt to identify and implement corrective measures where possible.

PLANNING FOR SEASONAL CHANGES

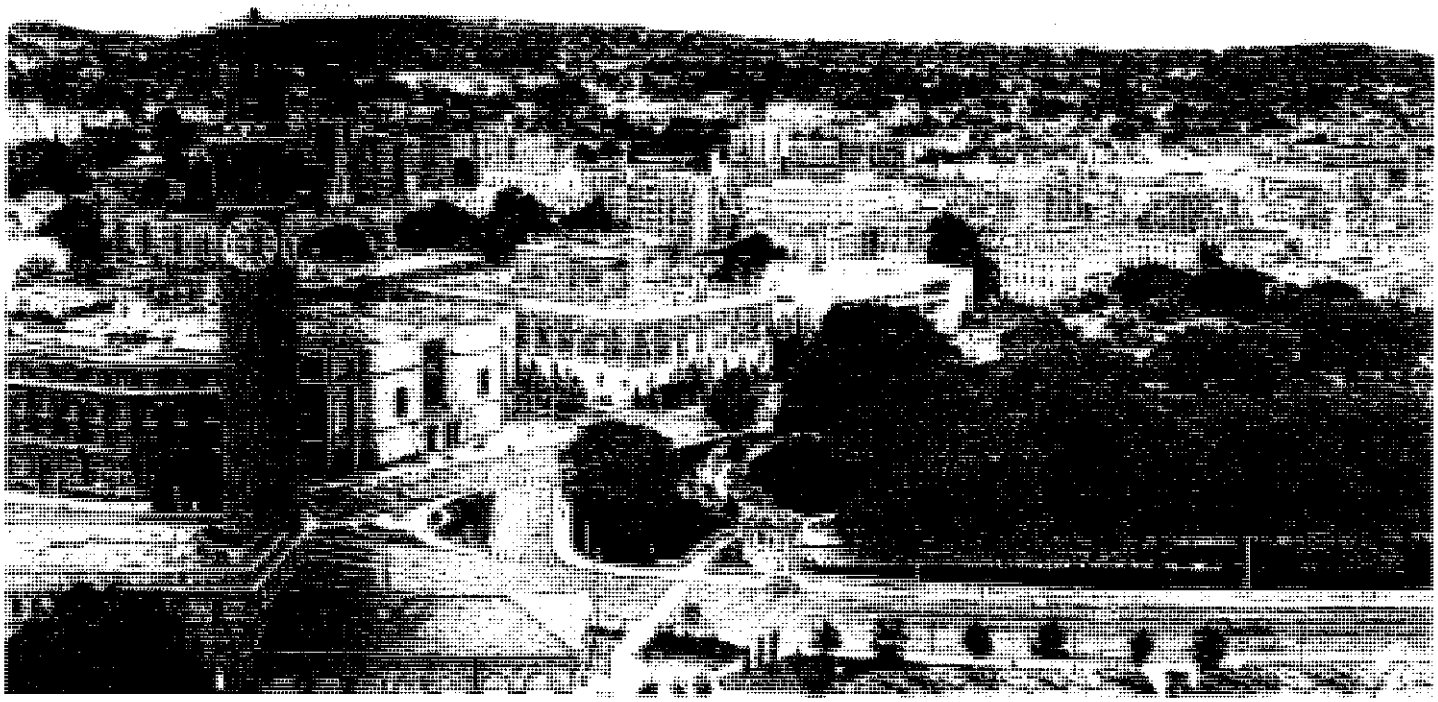
Utility usage often fluctuates with seasonal changes. Using historical information, we will model and anticipate higher consumption during extreme weather months and adjust the budget accordingly. Where possible, we will explore opportunities for certain accounts to shift usage to off-peak times or to potentially be served under alternate rate classes, with the intent of identifying opportunities for cost savings.

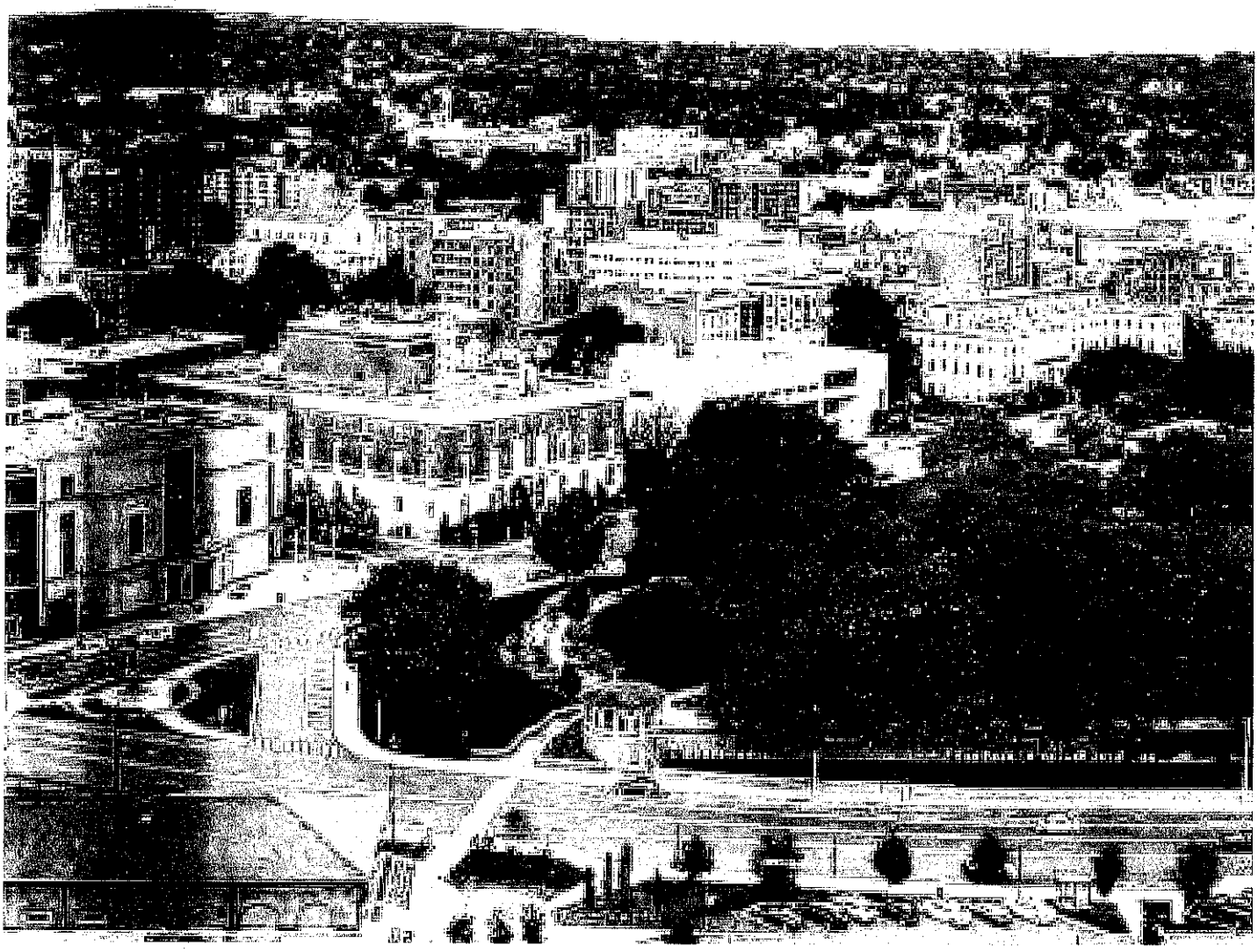
PHYSICAL ENERGY AUDITS

To further enhance efficiency, NORESCO may recommend the City consider periodic professional energy audits. These audits can identify additional areas for improvement and provide actionable recommendations for cost reduction measures and/or energy savings. This type of in-person, energy engineering study would be beyond the scope of services in this proposal.

POTENTIAL CHALLENGES TO CONSIDER

Utility budgeting can pose a variety of challenges due to various factors. These might include seasonal variations in usage, unexpected spikes in usage, inaccurate budgeting, and behavioral factors such as leaving lights on or overusing heating/cooling systems which can increase utility costs. As NORESCO has demonstrated for the past 8 years, we will work closely with the City energy team to help the City manage and overcome challenges as they arise. By addressing challenges with proactive strategies such as our Behavior Management Program, the City can create a more accurate and manageable utility budget, leading to significant cost savings and improved efficiency.





REQUIRED FORMS

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FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 5)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

Energy Procurement and Contract Management

(Service or Commodity Covered by Contract)

In 2017, NORESCO, LLC entered into an agreement with the City of Waterbury for a five-year contract, which was later extended to eight years.

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202_5)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 5)
Persons or Entities Conducting Business with the City

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

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

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

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

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

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

FILL IN AND RETURN WITH YOUR SUBMISSION

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

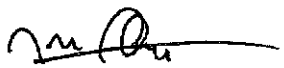
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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

I have read and agree to the above certification.

NORESCO, LLC

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

April 16, 2025

Date

Timothy Flynn, Director, Sustainability Services

Print or Type Name and Title (if applicable)

DELIVERED | By Mail [X] Hand-Delivered [ ]

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FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: NORESCO, LLC
1 Research Drive, Suite 400C
Westborough, MA 01581

Print Name and Title of Authorized Representative: Timothy Flynn

Signature of Authorized Representative:

Date: April 16, 2025

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FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Colorado

SS

County of Broomfield

Timothy Flynn, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Director, Sustainability Services of NORESCO, LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 NORESCO, LLC	Contractor	Carrier Global Corporation	Energy Procurement	N/A
2			& Contract Mngt;	
3			Cx; Performance	
4			Contracting	

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

Organization Name	Address	Type of Ownership
1 See attached		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

FILL IN AND RETURN WITH YOUR SUBMISSION

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

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 None			
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

N/A
Witness

N/A
Name of Partnership/Business

FILL IN AND RETURN WITH YOUR SUBMISSION

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

By: N/A
Name of General Partner/ Sole Proprietor

N/A
Address of Business

State of N/A)

) SS

County of N/A)

N/A being duly sworn,

Deposes and says that he/she is N/A of N/A and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this N/A day of N/A 202_.

N/A
(Notary Public)

My Commission Expires: N/A

For Corporation (Limited Liability Company)

Witness

JACQUELYN LAMB
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244031977
MY COMMISSION EXPIRES 10/29/2028

Timothy Flynn
Name of Corporate Signatory
1 Research Drive, Suite 400C
Westborough, MA 01581
Address of Business

Affix Corporate Seal

By: _____
Name of Authorized Corporate Officer

Its: Director, Sustainability Services
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

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

State of Colorado)
) SS
County of Broomfield)

Timothy Flynn being duly sworn,

deposes and says that he/she is Director, Sustainability Services of NORESCO, LLC and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 16 day of April 2025.

Jacquelyn Lamb
(Notary Public)

My Commission Expires: 10.21.2028

JACQUELYN LAMB
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244039871
MY COMMISSION EXPIRES 10/21/2028

1 Research Drive, Suite 400C | Westborough, MA 01581
508.614.1000 | www.noresco.com

NORESCO

Disclosure and Certification: Attachment

QUESTION 4



Chief Executive Officer, President	Troy Walters
Chief Financial Officer	Pablo Hernandez
Senior Vice President	Mark Lonkevych
Vice President, Sustainability	Brian Rieder
Director, Sustainability	Tim Flynn

QUESTION 5 (B)

NORESCO has been in business for 41 years and has experienced consistent growth and profitability. We attract and retain excellent professional staff comprised primarily of accredited engineers and have been recognized by our clients and their regulatory services as a leader and innovator in energy efficiency. Our client list includes public/government entities and some of the largest commercial, manufacturer, pharmaceutical, and higher education clients in the U.S. and abroad. NORESCO, LLC is a Delaware limited liability company and a wholly-owned indirect subsidiary of Carrier Global Corporation (NYSE: CARR). NORESCO, LLC is 100% owned by NORESCO, Inc. NORESO, Inc. is 100% owned by Carrier Corporation. Carrier Corporation is 100% owned by Carrier Global Corporation.

QUESTION 5 (C)

None. No single person owns greater than 10% of either NORESCO, LLC or Carrier Global Corporation.

QUESTION 5 (D)

None. This disclosure is limited to NORESCO, LLC and its officers listed in this affidavit.

1 Research Drive, Suite 400C | Westborough, MA 01581
508.614.1000 | www.noresco.com

NORESCO

Timothy Flynn being duly sworn, deposes and says that he/she is Director, Sustainability Services of NORESCO, LLC and that he/she answers to the forgoing questions and all statements therein are true and correct.

Signature

Director, Sustainability Services

Title

Subscribed and sworn before me on this 16 day of April 2025.

JACQUELYN LAMB
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244039571
MY COMMISSION EXPIRES 10/28/2028

(Notary Public)

My commission expires 10-28-2028

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 April 23, 2025 4 _____

2 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

90-0453168
Social Security Number
or Federal Identification Number

NORESCO, LLC [State of incorporation: Delaware]
Signature of Individual or Corporate Name

Corporate Officer (if applicable)

Timothy Flynn, Director Sustainability Services

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

NORESCO, LLC
Name ATTN: Erik Miller
By: Director, Energy Procurement
(Title)
Business Address: 510 Thornall Street
(City, State, Zip Code)
Suite 170
Edison, NJ 08837
Phone: 732.754.8410
Email: emiller@noresco.com
Date: 4/24/25

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

This page intentionally left blank.

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN101479273-NOR.-GAWXP-25-26	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Carrier.certrequest@Marsh.com
INSURED NORESCO, LLC ONE RESEARCH DRIVE, SUITE 400C WESTBOROUGH, MA 01581	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Republic Insurance Company — 24147 INSURER B : AIU Insurance Co — 19399 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-010996342-10 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC OTHER:			MWZY 316149-25 "$2,000,000 General Aggregate" "Per Location" "$10,000,000 General Aggregate" "Per Policy"	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 316148-25	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			MWZU 316150-25	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 084083735 (AOS) WC 084083736 (WI) SEE ACORD 101	04/01/2025 04/01/2025	04/01/2026 04/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Professional Liability			MWZZ 316151-25	04/01/2025	04/01/2026	Per Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
d_o_o:

CERTIFICATE HOLDER	CANCELLATION
NORESCO, LLC One Research Drive Suite 400C Westborough, MA 01581	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA LLC

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CN101479273
LOC #: New York

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY	NAMED INSURED
MARSH USA, LLC.	NORESCO, LLC ONE RESEARCH DRIVE, SUITE 400C WESTBOROUGH, MA 01581
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CONTINUED FROM WORKERS' COMPENSATION:

INSURER: AIU Insurance Company
POLICY NUMBER: WC 064083735
EFFECTIVE DATE: 04/01/2025
EXPIRATION DATE: 04/01/2026
ADDITIONALSTATES COVERED: AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WY

ACORD 101 (2008/01)

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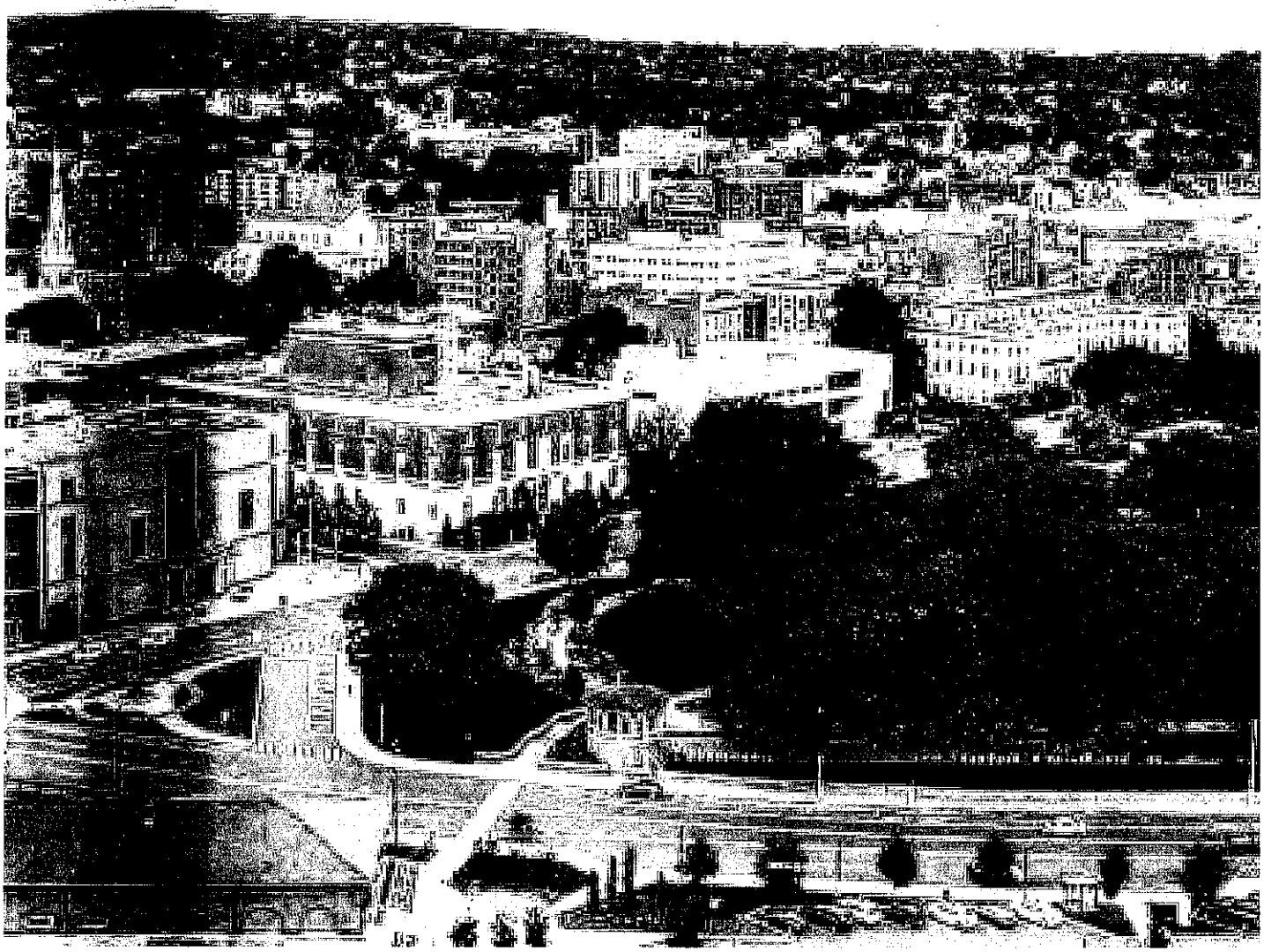

APPENDIX

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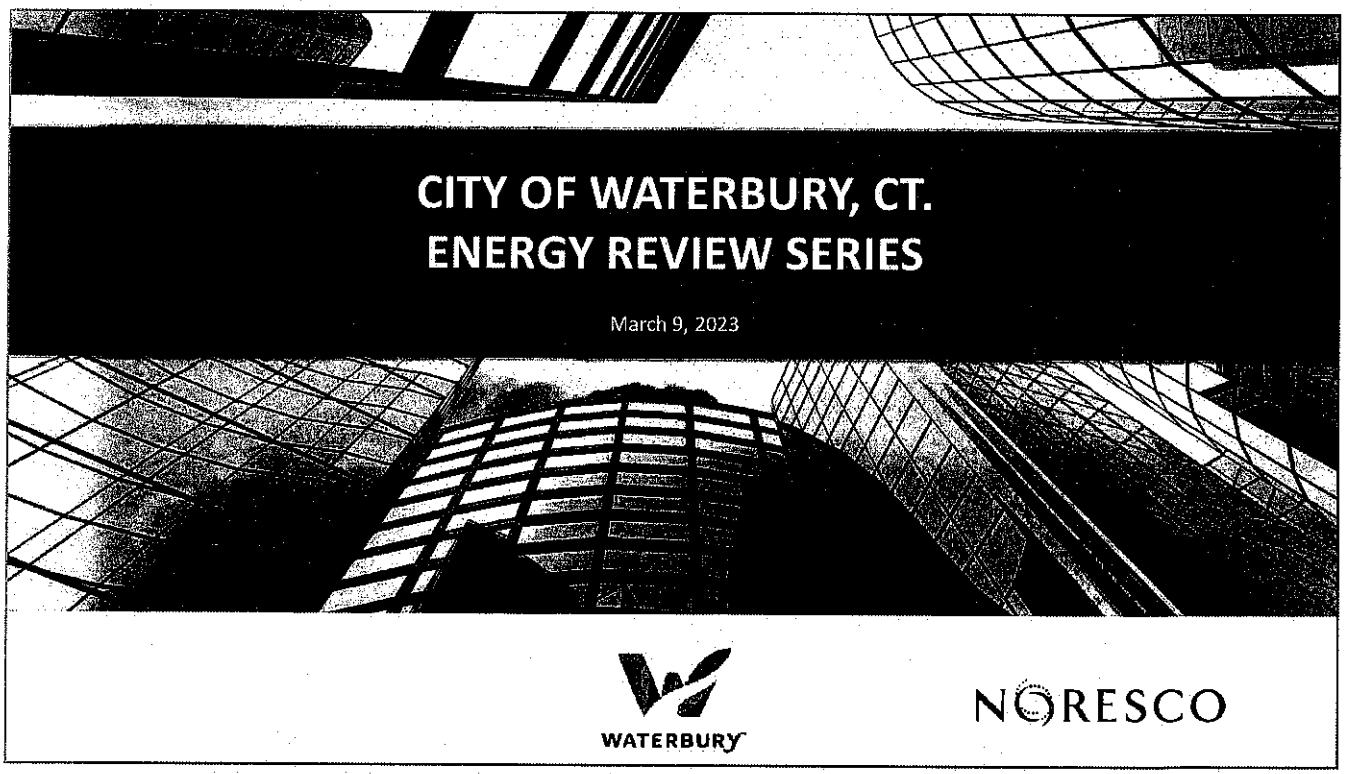
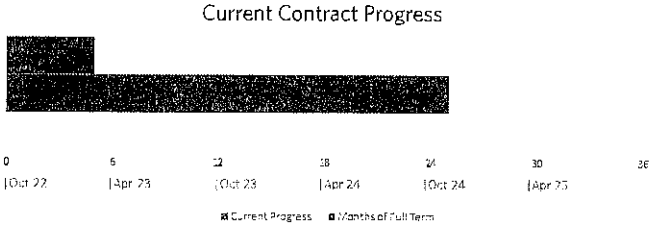
SAMPLE WORK: CITY OF WATERBURY ENERGY CHECK-IN



Waterbury ENERGY REVIEW

Current Electric Supply Service Agreement

Energy Supplier	Duration	Service Period	Date Contract Signed	Contract Rate ($/kWh)	Previous Rate ($/kWh)
Direct Energy	25months	Oct'22-Nov'24	5/17/2021	$0.06650	$0.07585

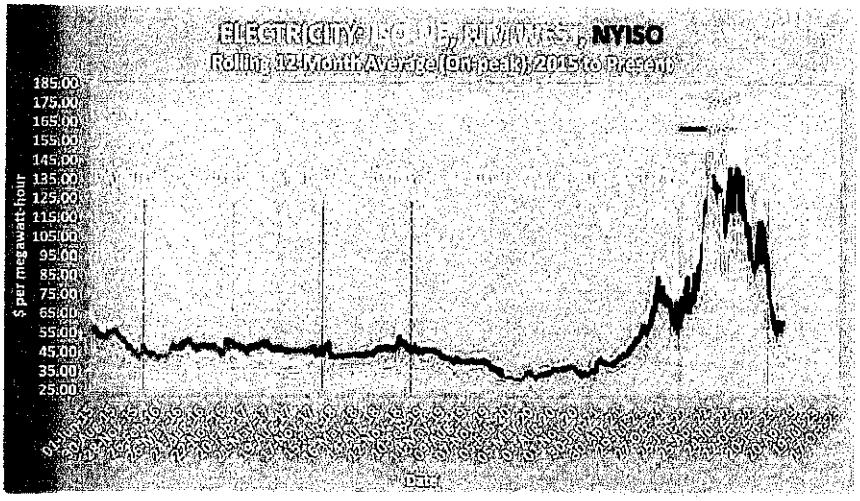


3

Waterbury ENERGY REVIEW

Electric Market Conditions

As of 03.02.2023

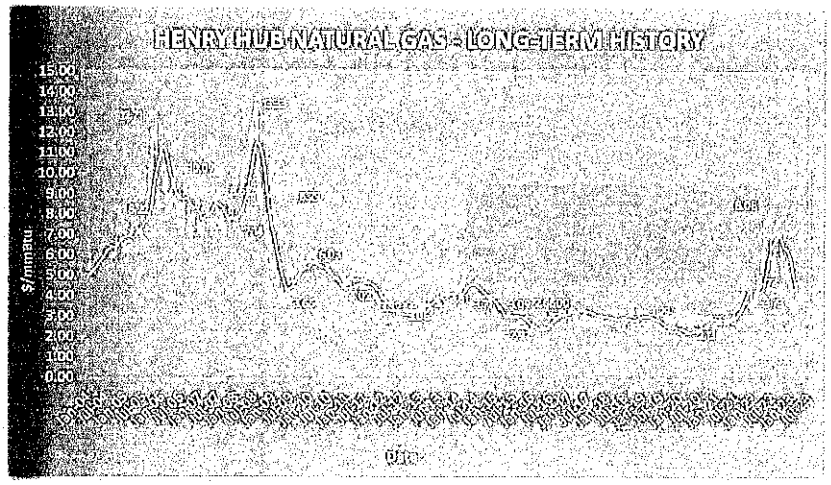


4

Waterbury ENERGY REVIEW

Energy Markets, a longer look-back

As of 03.02.2023



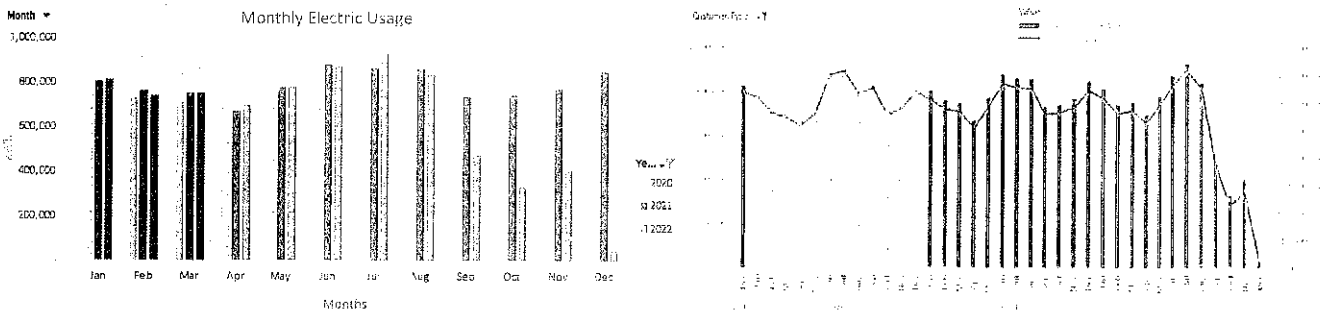
5

Waterbury ENERGY REVIEW

Electric Usage Breakdown: City

159 Accounts

Monthly Electric Usage vs Supply Charges



Usage Percentage Comparison			
	2020	2021	2022 YTD
Usage (kWh):	9,489,547	9,501,168	7,704,810
% Change from Previous Year		0.1%	-19%

Waterbury ENERGY REVIEW

Top 3 Users: City

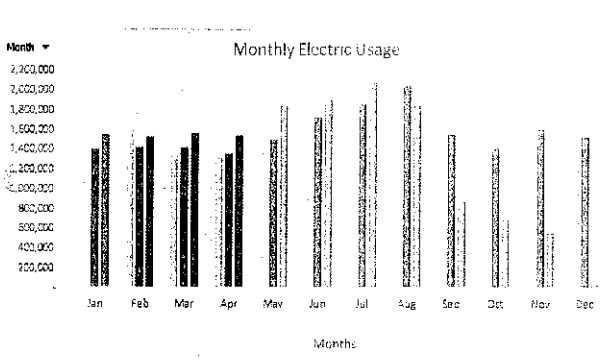
	2021	2022 YTD
• Farmwood #1101193	2,024,456 kWh	1,420,728 kWh
• Waterbury City Hall (235 Grand St) #1121154	992,856 kWh	703,872 kWh
• Waterbury Police Dept. (271 E Main St) #1101076	910,656 kWh	752,832 kWh

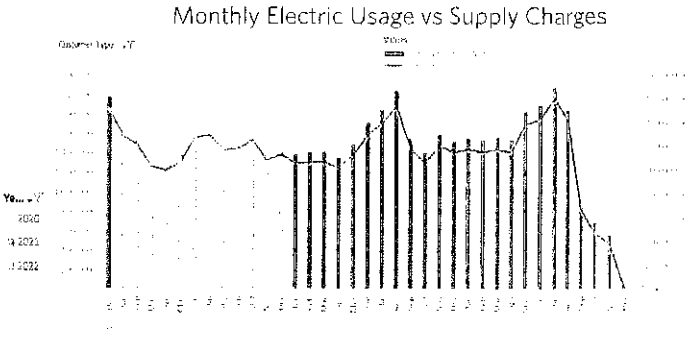
Usage Percentage Comparison			
	2020	2021	2022 YTD
Usage (kWh):	9,489,547	9,501,168	7,704,810
% Change from Previous Year		0.1%	-19%

Waterbury ENERGY REVIEW

Electric Usage Breakdown: Schools

45 Accounts





Usage Percentage Comparison					
	2020		2021		2022 YTD
Usage (kWh):	18,062,311		18,830,033		16,002,810
% Change from Previous Year			4%		-15%

Waterbury ENERGY REVIEW

Top 3 Users: Schools

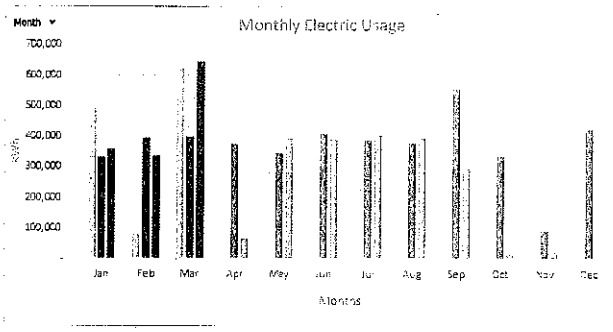
	2021	2022 YTD
• Wilby High School (568 Bucks Hill Road) #1101123	2,788,800 kWh	2,435,000 kWh
• Crosby High School (300 Pierpont Rd) #1100992	2,849,000 kWh	2,125,900 kWh
• Waterbury Career Academy (175 Birch St) #1393530	1,475,949 kWh	1,245,557 kWh

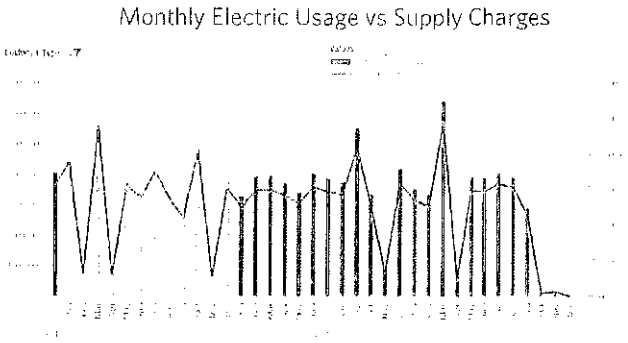
Usage Percentage Comparison					
	2020		2021		2022 YTD
Usage (kWh):	18,062,311		18,830,033		16,002,810
% Change from Previous Year			4%		-15%

Waterbury ENERGY REVIEW

Electric Usage Breakdown: Water System

30 Accounts





Usage Percentage Comparison			
	2020	2021	2022 YTD
Usage (kWh):	4,153,842	4,418,209	3,315,286
% Change from Previous Year		6%	-25%

Waterbury ENERGY REVIEW

Top 3 Users: Water System

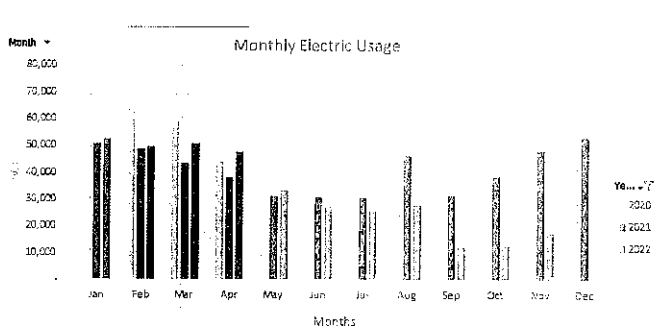
	2021	2022 YTD
• Thomaston Rd #1101017	3,356,800 kWh	2,620,800 kWh
• 2715 N Main St #1101049	313,488 kWh	176,256 kWh
• 56 Clough Rd #1101011	153,290 kWh	63,315 kWh

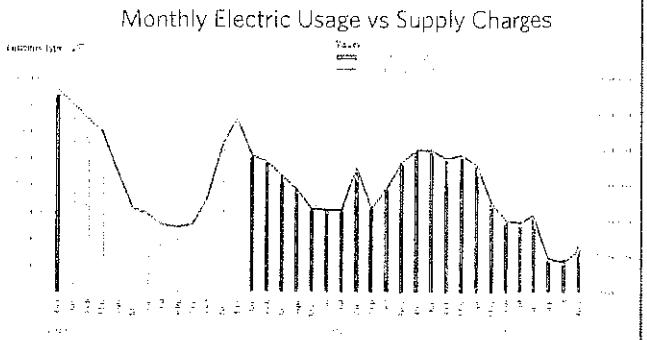
Usage Percentage Comparison			
	2020	2021	2022 YTD
Usage (kWh):	4,153,842	4,418,209	3,315,286
% Change from Previous Year		6%	-25%

Waterbury ENERGY REVIEW

Electric Usage Breakdown: WPC

20 Accounts





Usage Percentage Comparison			
	2020	2021	2022 YTD
Usage (kWh):	524,008	490,199	356,250
% Change from Previous Year		-6%	-27%

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Waterbury ENERGY REVIEW

Top 3 Users: WPC

	2021	2022 YTD
• 410 Harpers Ferry Rd #1101208	116,736 kWh	102,144 kWh
• 123 Maybrook Rd #7209790	66,782 kWh	38,204 kWh
• 254 Platts Mills Rd #1101169	42,240 kWh	27,840 kWh

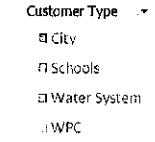
Usage Percentage Comparison			
	2020	2021	2022 YTD
Usage (kWh):	524,008	490,199	356,250
% Change from Previous Year		-6%	-27%

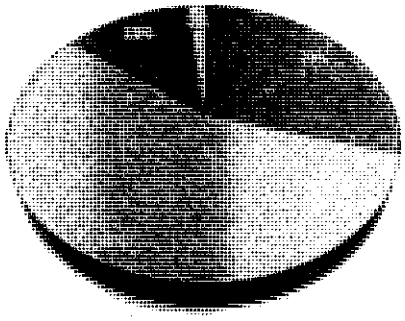
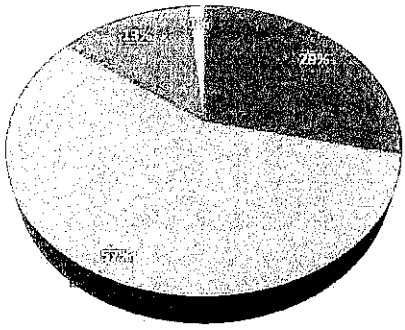
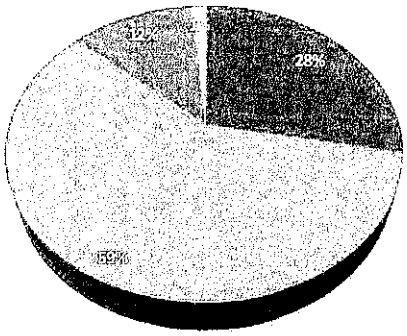
13

Waterbury ENERGY REVIEW

Annual Electric Usage Distribution

City, Schools, Water System, and WPC Accounts



2020	2021	2022
		
Usage (kWh):		
32,229,708	**33,240,609**	**27,379,158**
% Change	**3%**	**-18%**

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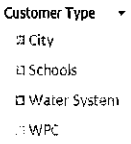
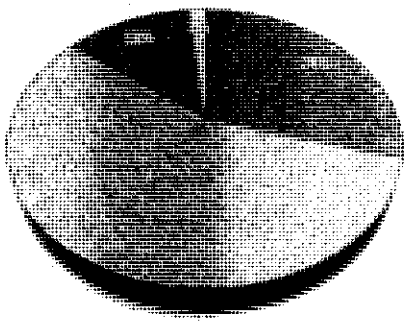
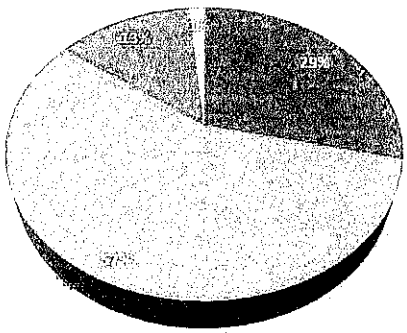
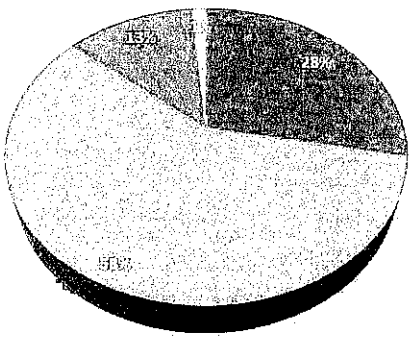
Waterbury ENERGY REVIEW

Annual Electric Supply Cost Distribution

City, Schools, Water System, and WPC Accounts



2020	2021	2022
		
Supply Cost ($)		
$2,488,963	**$2,509,891**	**$2,065,811**
% Change	**1%**	**-18%**

15

Current avoided cost and budget expectations

Utility current default rates (for reference)

25 cents!/kWh, 1st 6months of 2023

18.35 cents (difference) x 16.5m kWh = $3.0 million (avoided cost)

Waterbury-specific indicative supply quotes (for Nov'2024 start)

Quote date: mid-January

Range: 10.07 – 10.18 cents/kWh (depending on service period duration)

Forecast (snapshot): a move from 6.65 cents/kWh (current) to 10 cents/kWh (projected/estimate) is approx. 50% increase

Next Steps

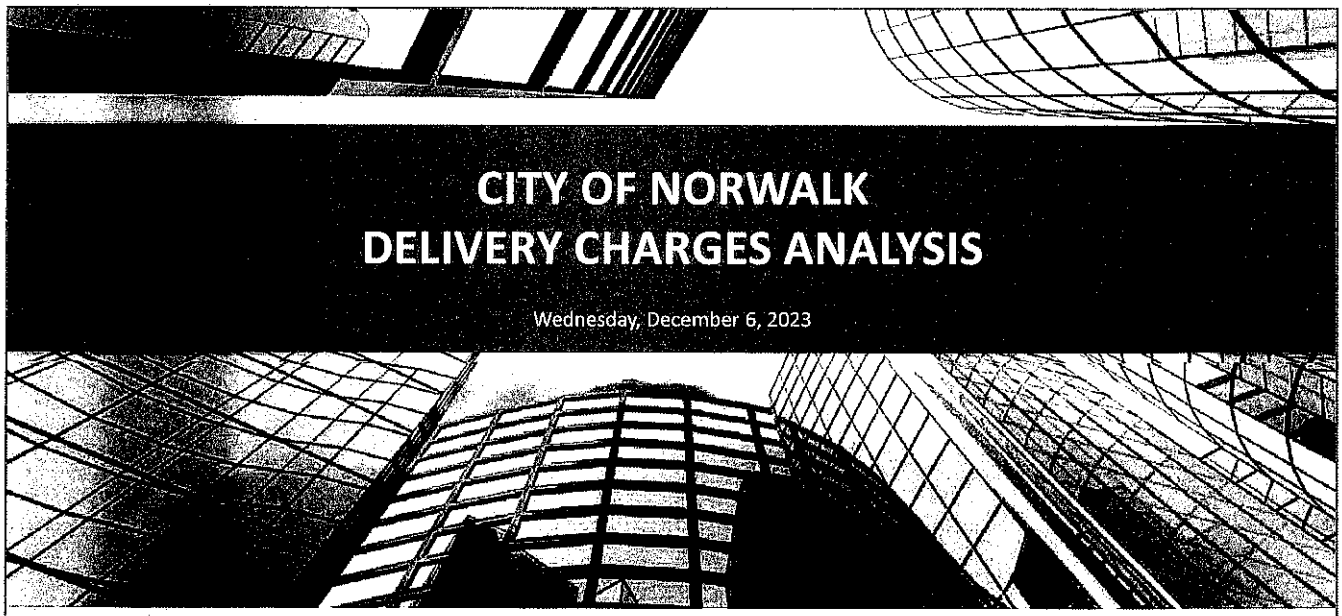
Take-away: Stay ahead!

- Market monitoring/Indicative Pricing - 3mo? 6mo? interval

Renewable Energy

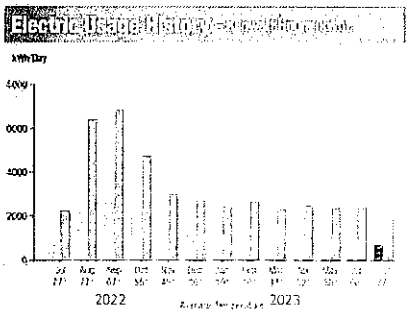
Other - Issues, questions, concerns?

SAMPLE WORK: CITY OF NORWALK DELIVERY CHANGES ANALYSIS

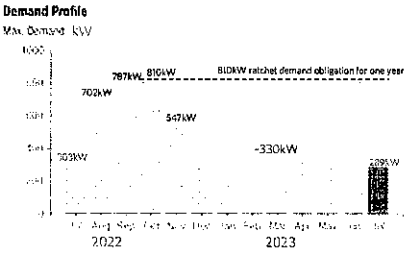


Brief Look from Eversource Bill:

Brien McMahon High School
300 Highland Ave Unit B, Norwalk, CT 06854
Account #: 51763553013



On Peak: weekdays 12pm - 8pm / 1pm - 9pm during DST
Off Peak: all other times



DETERMINATION OF DISTRIBUTION DEMAND: The distribution demand shall be the highest average 30-minute kilowatt demand in the current month or the preceding eleven (11) months. The customer may, upon not less than three (3) months' prior written notice to the Company, decrease the Distribution Demand solely to reflect lower load levels from demonstrable conservation and load management.

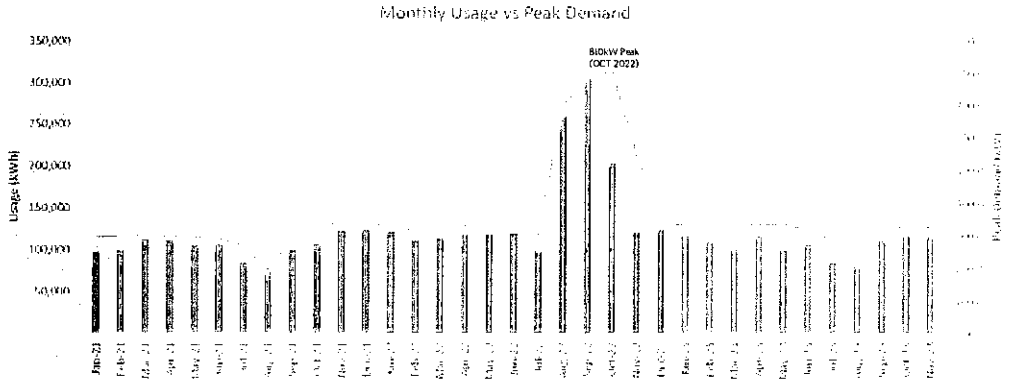
3

APPENDIX

Norwalk DEMAND CHARGES ANALYSIS

Electric Usage vs. Demand

Brien McMahon High School

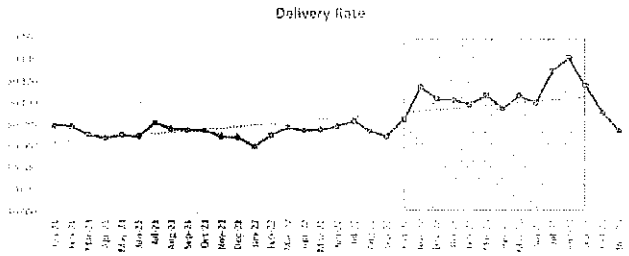


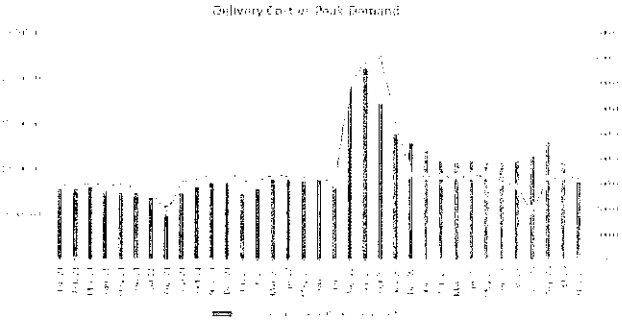
4

Norwalk DEMAND CHARGES ANALYSIS

Monthly Delivery Cost and Rate

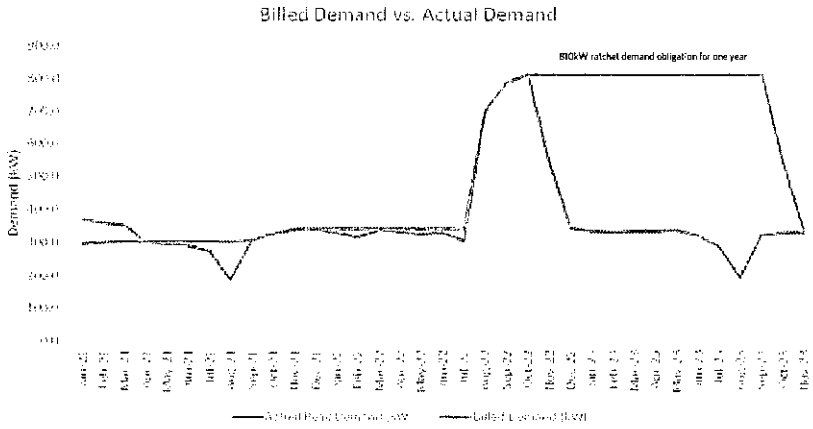
Brien McMahon High School



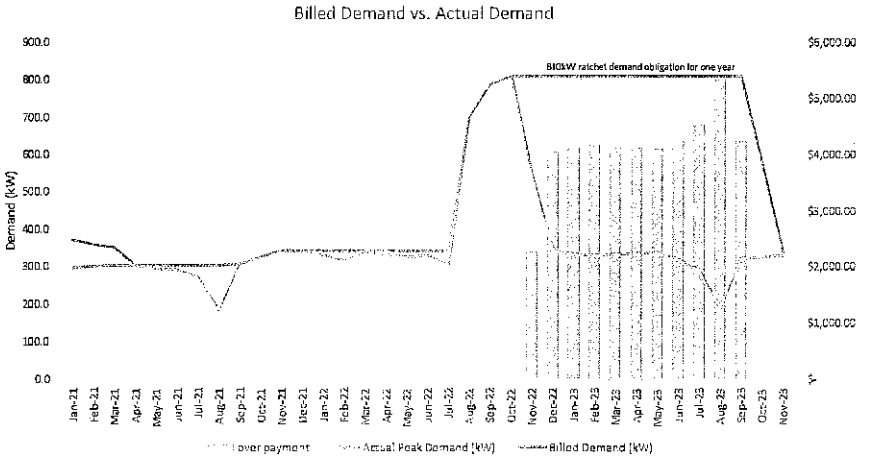


5

Billed Demand vs. Actual Peak Demand



Resulting Charges due to Demand Ratchet



Over Payment NovZ2-Sep22	
$	2,284
$	4,061
$	4,142
$	4,161
$	4,142
$	4,136
$	4,110
$	4,261
$	4,524
$	5,356
$	4,242
total overpayment from ratchet	
$	**45,417**

Approx. Total Overpayment due to Demand ratchet: **$45,417**

Calculated from difference of billed 810kw Dist. Demand charge vs. estimated Dist. Demand charge

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WEEKLY NORESCO ENERGY UPDATE

View this email in your browser



Natural Gas
Futures Prices
Settlement Prices
EIA Weekly Storage Report

Electricity Futures Prices
Electricity Futures

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Past Issues

Contact Us
800.450.4454
contact@noresco.com
www.noresco.com

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In Markets and News....

Natural Gas Futures:
The 12-month natural gas futures strip settled this Wednesday at $4.80/Dth, an increase of 3.9% vs. last week (see table below). The winter '25/'26 strip also moved upwards, settling at $5.20/Dth. Both electricity and natural gas prices have moved up materially in this first quarter of 2025.

EIA Natural Gas Storage Report:
Today, the EIA reported the first net build of the season – a storage increase of 9 Bcf for week ending 03.14.2025. Current storage levels are 26.8% lower than last year and 10.0% lower than the 5-year average. Reserves stand at 1,707 Bcf, which is:

- 39.37% of storage capacity
- 26.8% below last year's storage level at this time
- 10.0% below the 5-year average

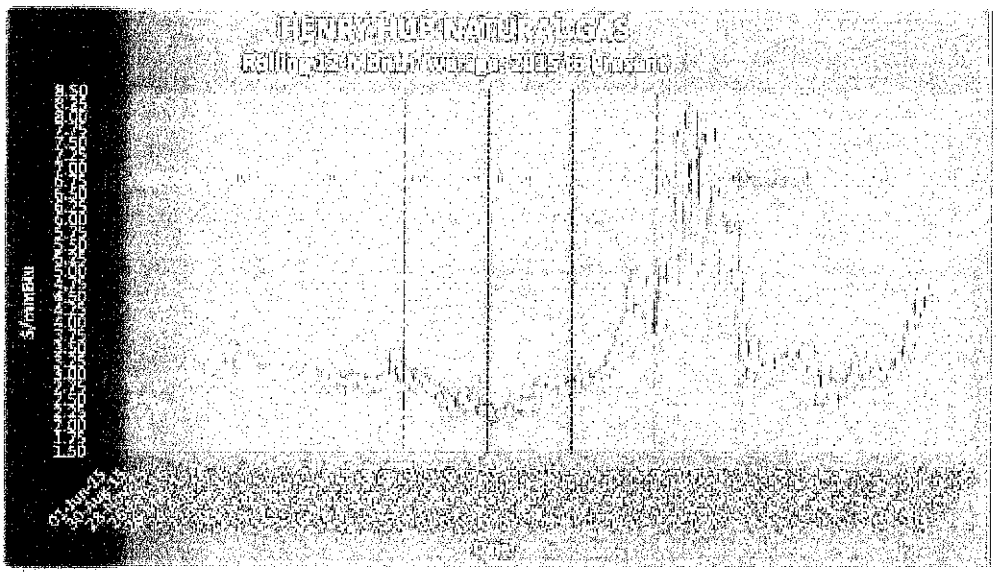
The U.S. buys electricity from Canada. Now it's a focus of the trade war

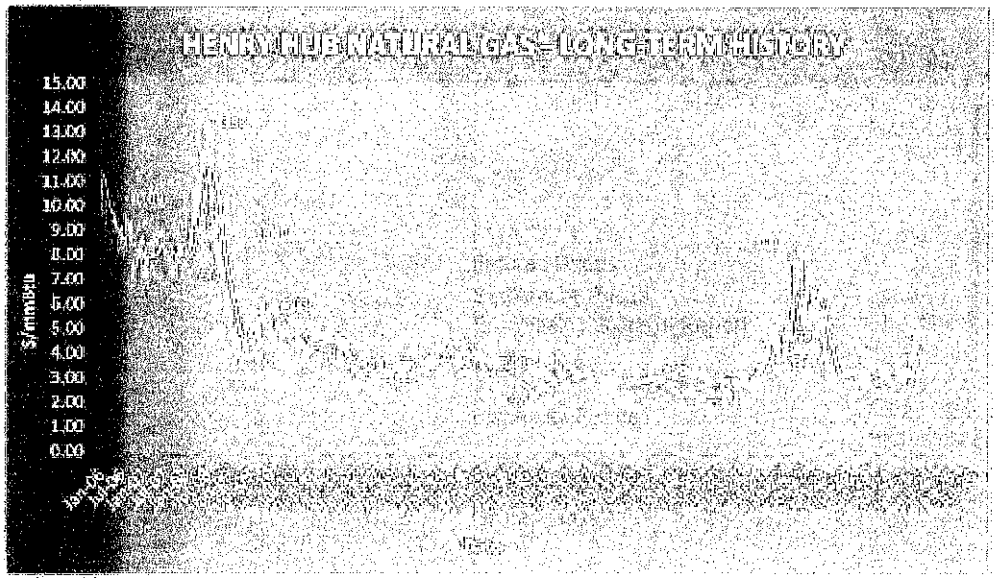
Climate group SBTi proposes new rules, holds line on carbon offsets

Price rally sets the stage for U.S. natural gas boom

6 reasons to obsess over March Madness this year

Natural Gas





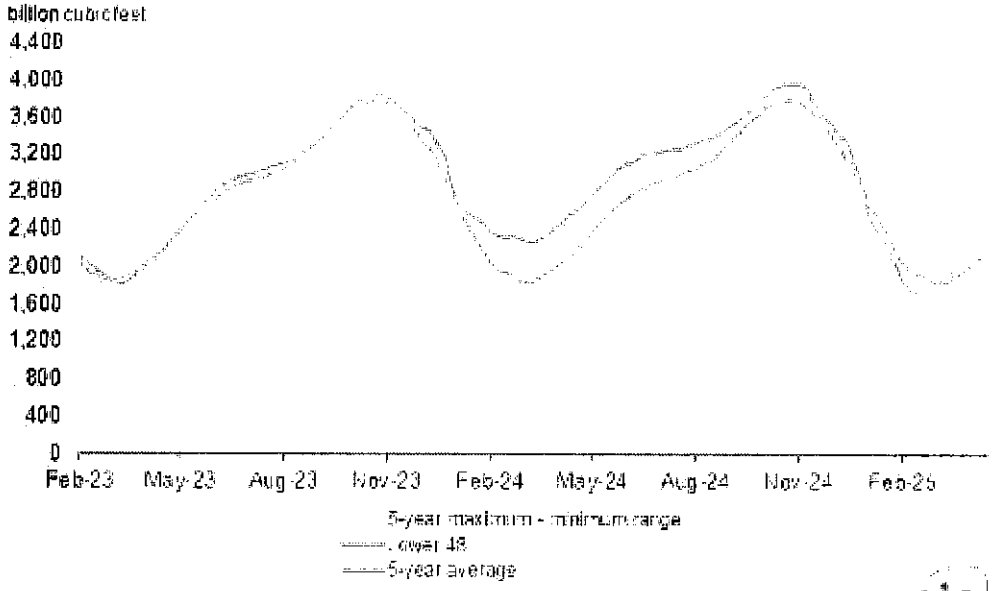
Natural Gas Settlement/Strip Futures Price Summary, NYMEX

Settlement Date: 3/19/2025

Period	Trading Range			Movement vs. 3/12/2025		
	High	Low	Last/Settle	(Δ, $th)	(Δ, %)	±
12-Month Strip	$5.63	$4.06	$4.80	[illegible]	[illegible]	[illegible]
3-Month Strip	$4.46	$4.05	$4.34	[illegible]	[illegible]	[illegible]
Prompt Month (APR)	$4.26	$4.05	$4.25	[illegible]	[illegible]	[illegible]
Winter 2025/2026 Strip	$5.63	$4.48	$5.20	[illegible]	[illegible]	[illegible]

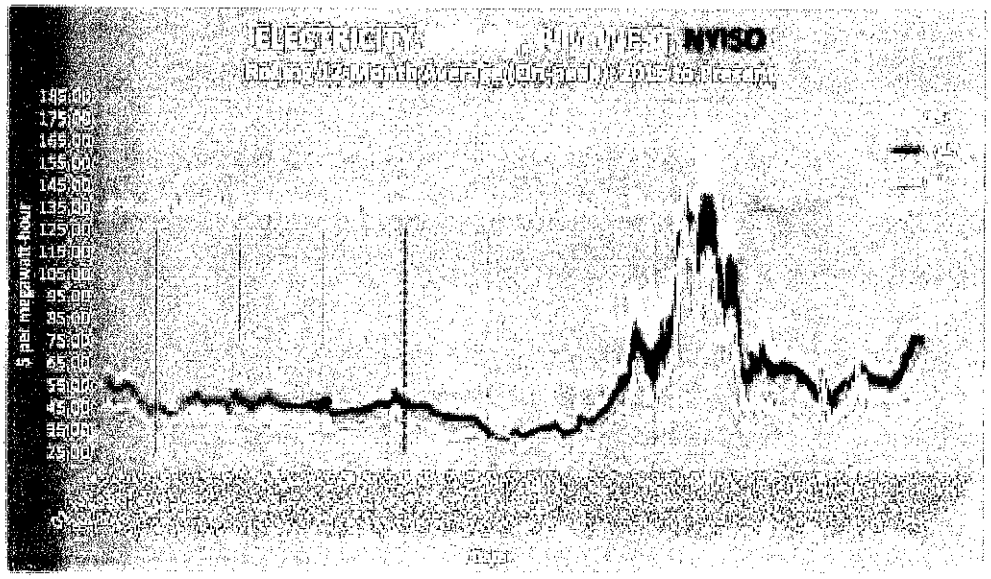
Weekly Storage Report, March 20, 2025: Working gas in storage was 1,707 Bcf as of Friday, March 14 2025, according to EIA estimates. This represents a net increase of 9 Bcf from the previous week. Stocks were 624 Bcf less than last year at this time and 190 Bcf below the five-year average of 1,897 Bcf. At 1,707 Bcf, total working gas is within the five-year historical range.

Working gas in underground storage compared with the 5-year maximum and minimum



Data source: U.S. Energy Information Administration

Electricity Futures



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LETTERS OF ENDORSEMENT

Pennsylvania Convention Center
PHILADELPHIA
An SMG Managed Facility

May 14, 2015

To Whom it May Concern;

I have worked with Noresco for the last 9 years in SMG Properties. SMG provides Facilities Management to Convention Centers, Arenas & Stadiums worldwide. Noresco has performed Energy Management and Consulting Services to include Electricity and Natural Gas procurement, Solar Array Evaluation, and LEED Existing Building assessments.

I would recommend Noresco's services. We have been pleased with their Energy Procurement results and sustainability reports. Their proposals are accurate and have met our RFP criteria with no hidden costs.

Noresco is a competent, professional group that is very responsive to our needs and timelines. They understand the local markets, suppliers and contracts, and keep us informed by providing regular market updates and intelligence. I have worked with projects with Ray Morris and Erik Miller who are outstanding in their fields. I would recommend them both along with the Noresco team.

Sincerely,

Janet Mitrocsak

Regional Director of Operations – SMG Northeast

LETTER OF ENDORSEMENT — STATE OF RHODE ISLAND

Rhode Island Office of Energy Resources
One Capitol Hill, 4th Floor
Providence, RI 02908

STATE OF RHODE ISLAND
OFFICE OF
ENERGY RESOURCES

To Whom it May Concern,

I am the Energy Manager for the State of Rhode Island. In 2019, the State conducted a procurement process to secure a provider of energy consulting services to assist the State (and numerous governmental entities within the State) with the procurement of electricity and natural gas. Through the State's rigorous RFP process, NORESCO was the selected firm. Prior to our RFP process, I had not personally worked with NORESCO, and the State worked with another firm in this role for many years. I was concerned about transitioning to a new firm in this process. The State of Rhode Island represents hundreds of utility accounts, uses significant volumes of energy and has several facilities that require special attention because they are very large cogeneration plants.

Now that we have been working together for almost a year, I can say with full confidence that NORESCO has been outstanding to work with. NORESCO's energy procurement consulting team has guided us competently and seamlessly through our natural gas purchasing process, which culminated in the execution of an energy contract with a transaction value in excess of $22 million. They were onsite and physically present for all meetings, plus many calls with our team to provide status updates and progress reports. Their work included the following, at least:

- Providing detailed technical analysis for many large and complex energy accounts
- Collecting and assembling energy usage histories for a large number of accounts
- Preparing technical components of bid specifications as well as providing evaluation criteria and scoring methodology for energy supplier participants
- Preparing and successfully executing an online reverse auction as part of our procurement process
- Providing post-bid savings analysis and recommendations, and delivering a final Executive Summary Report of our process
- Incorporating an MBE firm into their work

In the coming months, the State will be working with NORESCO to administer our procurement process for electricity, which we expect to be highly successful as well. In this process, it is our intention to incorporate significant portions of renewable energy.

Phone: (401) 574-9100 | Fax: (401) 574-9125 | www.energy.ri.gov

LETTER OF ENDORSEMENT — STATE OF RHODE ISLAND (CONTINUED)

Rhode Island Office of Energy Resources
One Capitol Hill, 4th Floor
Providence, RI 02908

STATE OF RHODE ISLAND
OFFICE OF
ENERGY RESOURCES

I would highly recommend NORESCO. Their team is professional, responsive, and expert in the energy field.

If you have any questions or concerns, please feel free to send me an email at George.Sfinarolakis@energy.ri.gov. We can arrange a time to discuss.

Thank you,

George Sfinarolakis, PhD
Administrator of Energy Programs
Office of Energy Resources
Department of Administration
State of Rhode Island

George.Sfinarolakis@energy.ri.gov
(t) (401)574-9101
(c) (401)528-9197

MIDDLESEX COUNTY COLLEGE

February 11, 2020

To Whom It May Concern:

I am Director of Purchasing and Inventory for Middlesex County College, and the lead Purchasing representative for the New Jersey County College Joint Purchasing Consortium retail electric bid. Since 2005, the Consortium has procured retail electricity and natural gas supply service on a large-scale, aggregated basis for its participating members.

For over a decade, the Consortium has worked with NORESCO (formerly Dome-Tech) for its expertise and consulting services with respect to the procurement of electricity. For several of our buying processes, we have also successfully incorporated the use of NORESCO's online reverse auction platform and related services. Over this extended period of time, the Consortium has consistently achieved success and significant cost savings for our members. As such, our commitment and participation levels have remained strong. A good deal of this success can be attributed to our partnership with NORESCO.

I would strongly recommend NORESCO to your organization. Their consulting team is highly competent, responsive and expert in their field. We have worked closely with their Procurement Director, Erik Miller, for a long period of time. Mr. Miller is an experienced and trustworthy professional. He has always conducted himself with the utmost in integrity and respect for out group. His team makes certain that all members of the Consortium are well-supported, and receive what they need in a timely fashion.

Again, I would not hesitate to recommend NORESCO. I am certain you will be as well-represented as we have been over the years.

Sincerely,

David Fricke QPA, C.P.M.

Director of Purchasing and Inventory

SUCCESS STARTS HERE

2600 Woodbridge Avenue ◦ P.O. Box 3050 ◦ Edison, NJ 08818-3050
www.middlesexcc.edu

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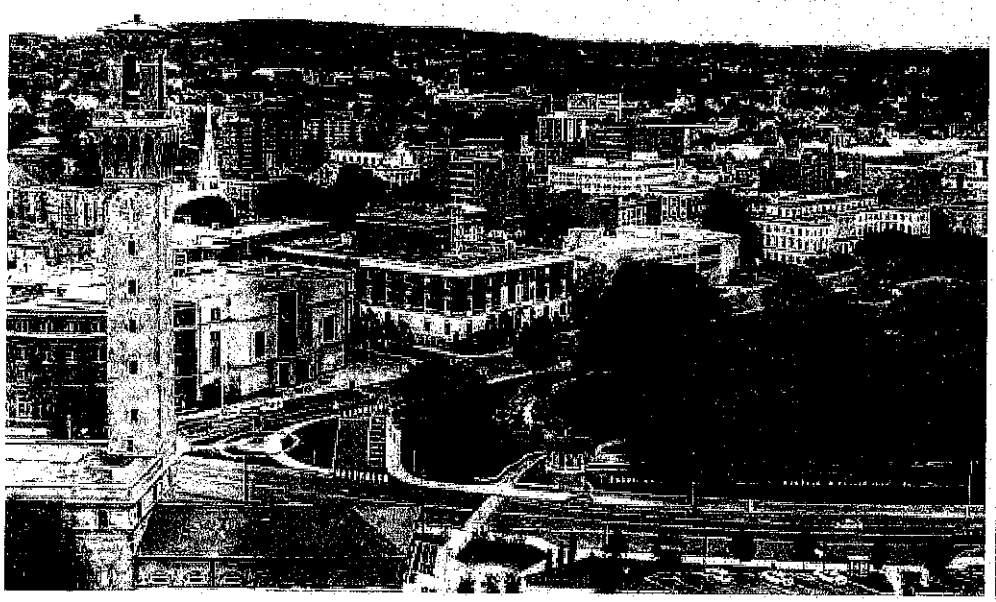
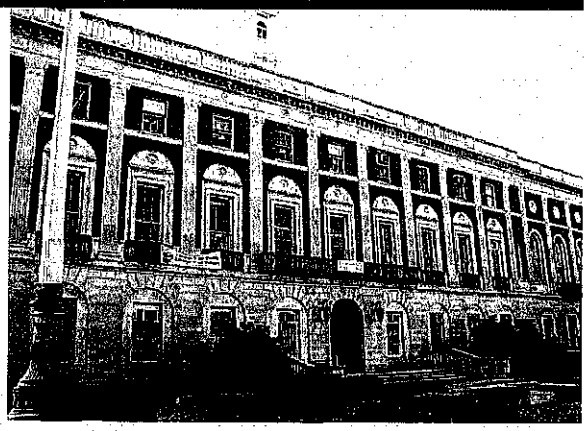
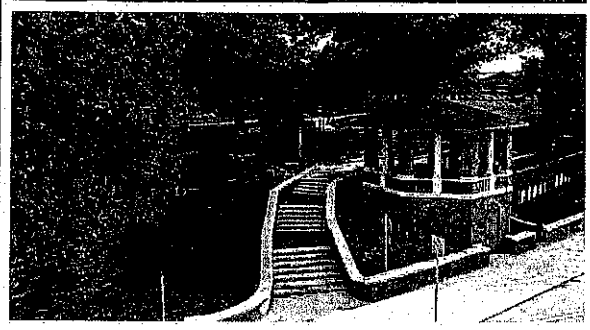
NORESCO







Point of Contact:
Erik Miller, CEP, CEM, LEED AP
Director, Energy Procurement
emiller@noresco.com | www.noresco.com

NORESCO

510 Thornall St., Suite 170
Edison, NJ 08837
P: 732.590.0122 | F: 508.836.9988
www.noresco.com

April 29, 2025

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

Re: NORESCO Proposed Fee Schedule, RFP #8465 - Energy Procurement & Contract Management Services

Dear Mr. McCaffery and City of Waterbury Evaluation Team:

NORESCO proposes to undertake the tasks and services outlined herein this proposal in accordance with the fee schedule below.

Fees are presented on a per-unit-of-energy basis and will be paid directly to NORESCO by the winning energy supplier(s) for the duration of the resulting agreement(s) between the City and the successful energy supplier(s). Fees are based upon the estimated annual volumes included in the RFP [approximately 36,000,000 kilowatt-hours and 2,350,000 CCF (or approximately 244,000 Dth)]. NORESCO is proposing the following fee rates:

Commodity	Fee/Rate
Electricity	$0.0006/kWh
Natural Gas	$0.07/Dth

If there are any questions regarding our fee proposal or our technical proposal, please feel free to reach out to me directly at 732.754.8410 or emiller@noresco.com.

Thank you very much,

Erik J. Miller, CEM, CEP, LEED AP
Director, Energy Procurement Services

NORESCO

510 Thornall St., Suite 170
Edison, NJ 08837
P: 732.590.0122 | F: 508.836.9988
www.noresco.com

May 8, 2025

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

Re: NORESCO Revised Cost Proposal
RFP #8465 - Energy Procurement & Contract Management Services

Dear Mr. McCaffery:

NORESCO is in receipt of your letter, dated May 6, 2025. Per the City's request, we are pleased to offer the following revised Cost Proposal:

NORESCO proposes to undertake the tasks and services outlined herein this proposal in accordance with the revised fee schedule below.

Fees are presented on a per-unit-of-energy basis and will be paid directly to NORESCO by the winning energy supplier(s) for the duration of the resulting agreement(s) between the City and the successful energy supplier(s). Fees are based upon the estimated annual volumes included in the RFP [approximately 36,000,000 kilowatt-hours and 2,350,000 CCF (or approximately 244,000 Dth)]. NORESCO is proposing the following fee rates:

Commodity	Fee/Rate (original)	Fee/Rate (revised)	Adjustment, %
Electricity	$0.0006/kWh	$0.00055/kWh	-8.3%
Natural Gas	$0.07/Dth	$0.0625/Dth	-10.7%

Thank you for the opportunity to provide this revised Cost Proposal. If there are any questions, please feel free to reach out to me directly at 732.754.8410 or emiller@noresco.com.

Thank you very much,

Erik J. Miller, CEM, CEP, LEED AP
Director, Energy Procurement Services

TAX COLLECTOR'S OFFICE

Memo

To: City Clerk's Office

From: Tax Collector

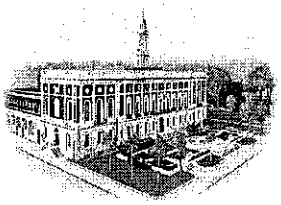
CC:

Date: 8/26/2026

Re: Tax Refunds for the Board of Aldermen meeting on September 8, 2026.

Please acknowledge receipts of the attached vouchers representing tax refunds to be approved by the Board of Aldermen meeting on September 8, 2026

The vouchers represent $99,063.43 in tax refunds.



OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

August 26, 2026

The Honorable Board of Aldermen
C/o City Clerk's Office
235 Grand St
Waterbury, CT 06702

Dear Honorable Board,

I hereby request that the following vouchers be approved by your Board. The vouchers represent tax refunds by the taxpayers for the tax bills as follows:

** SEE ATTACHED**

LIST YR	AC #	BILL #	NAME AND ADDRESS	AMOUNT	REASON
24mv/supp	29903-w	various	Ean Holdings LLC (Enterprise) One Financial Plaza	$80,952.59	MV Adjustments
24mv	29917	various	Honda Lease Trust 11675 Great oaks Way	$873.84	MV Adjustments
25mv	29917	79385	Honda Lease Trust 11675 Great oaks Way	$538.28	MV Adjustments
25mv	29919	80463	Hyundai Lease Titling Trust 4100 Wildwood Pkwy Ste 20	$317.14	MV Adjustments
25mv	29945	various	JP Morgan Chase Bank PO Box 90176 TX-1-1300	$963.17	MV Adjustments
24/25mv	29911-B	various	Nissan Motor Acceptance PO Box 22059	$8,369.55	MV Adjustments
24mv	29916	various	Ryder Truck Rental 99 Murphy Rd	$4,392.39	MV Adjustments
24mv	29952	various	Tesla Lease Trust 12832 S Frontrunner Blvd	$1,494.77	MV Adjustments
24mv	29914	various	Toyota Lease Trust 525 Fellowship Rd Suitee 330	$1,161.70	MV Adjustments

220 vehicles

Total $99,063.43

Respectfully submitted,

Cassie M. Gorman, CCMC
Tax Collector

CMG/wf

TAX COLLECTOR'S OFFICE

Memo

To: City Clerk's Office

From: Tax Collector

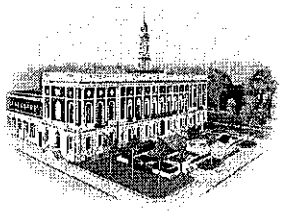
CC:

Date: 8/27/2026

Re: Tax Refunds for the Board of Aldermen meeting on September 8, 2026.

Please acknowledge receipts of the attached vouchers representing tax refunds to be approved by the Board of Aldermen meeting on September 8, 2026

The vouchers represent $17,669.97 in tax refunds.



OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

August 26, 2026

The Honorable Board of Aldermen
C/o City Clerk's Office
235 Grand St
Waterbury, CT 06702

Dear Honorable Board,

I hereby request that the following vouchers be approved by your Board. The vouchers represent tax refunds by the taxpayers for the tax bills as follows:

** SEE ATTACHED**

LIST YR	AC #	BILL #	NAME AND ADDRESS	AMOUNT	REASON
25mv	29984	various	Maria Cajamarca Yunga 22 Haddad Rd	$125.21	Mv Adjustment
24f&e	29909	40837	Santana Angelo Dejesus 292 Delancey St	$336.60	Clerical Err
25mv	29908	71036	Jennifer Fascitello 6 Bainbridge Blvvd	$39.72	Mv Adjustment
25mv	29985	71164	Briiana Feliciano 27 Framingham Dr	$75.82	Mv Adjustment
25real	29895	19173	Ana Lucia Mayancela 1528 E 172nd St	$7,121.21	owner/mort pd
25mv	29953	87817	James Lyng 162 Ddelaware Ave	$31.17	Mv Adjustment
25mv	29882	89114	Fabian Marquez 47 Armand Dr	$187.72	Mv Adjustment
25real	29894	27866	Rena Shove 150 Cook Hill Rd	$2,283.36	Excessive Payment
23mv	29959	122896	Leonardi Stojko 161 National Ave	$68.70	Mv Adjustment
25mv	29906	various	William or Shelley Tylec 23 Hillsea rd	$48.40	Mv Adjustment
25f&e	29897	43290	Waterbury Ortho Assoc 1211 West Main St	$7,352.06	paid twice
			Total	$17,669.97	

Respectfully submitted,



Cassie M. Gorman, CCMC
Tax Collector

CMG/wf