

**NOTICE OF ALDERMANIC MEETING  
OF  
THE CITY OF NEW HAVEN  
GREETINGS**

You are hereby required to meet in the Aldermanic Chambers of the City of New Haven on the date and time below.

**TUESDAY 2<sup>nd</sup> DAY JANUARY 2024**

**At 7:00 PM**

Given under my hand this 29th Day of December 2023

  
(Hon Justin Elicker)



The Seal of The City of New Haven

BOARD OF ALDERS  
REGULAR MEETING  
AGENDA  
**January 2, 2023**

Attendance.

Divine Guidance.

Approval of The Journal of December 18, 2023, Board of Alders Meeting.

**ELECTIONS**

**1. By Resolution:**

- a. President of the Board of Alders. Two Year Term.
- b. President Pro Tempore. Two Year Term.
- c. Third Officer of the Board of Alders. Two Year Term.
- d. Ad Hoc Living Wage Commission. Three Members (no more than two of the same political party). Two Year Term.
- e. Affirmative Action Commission. One Member. One Year Term.
- f. School Readiness Council (formerly Commission on Early Childhood Education –Educare). Two Members (multipartisan). Two Year Term.
- g. Capital Projects Committee. Two Members (not of same party). One Year Term.
- h. City Plan Commission. One Member. One Year Term.
- i. Cultural Affairs Commission. One Member. One Year Term.
- j. Development Commission. One Member. One Year Term.
- k. Emergency Management Advisory Council. One Member. Two Year Term.
- l. Environmental Advisory Council. One Member. Two Year Term.
- m. Equal Opportunities Commission. One Member. Two Year Term.
- n. Food Policy Council. One Member. Two Year Term.

BOARD OF ALDERS  
REGULAR MEETING  
AGENDA

**January 2, 2023**

- o.** Legal Assistance Association. One Member. Two Year Term.
- p.** Litigation Settlement Committee. Two Members. Two Year Term. (not of same party, from the Finance Committee, and elected at the next Board meeting following the announcement of committee assignments)
- q.** Parks Commission. Two Members (elected bipartisan). One Year Term.
- r.** Peace Commission. Two Members (multi-partisan). Two Year Term.
- s.** Property Acquisition and Disposition Committee. Three members (multipartisan). Two Year Term
- t.** Redevelopment Agency Advisory Council. Two Members (selected on a bipartisan basis). One Year Term.
- u.** New Haven Slavery Task Force. One Member. Two Year Term.
- v.** Solid Waste Authority. One Member. Two Year Term.
- w.** Transfer Committee. Two Members (of different political parties). Two Year Term.
- x.** Greater New Haven Water Pollution Control Authority. One Member. Two Year Term.
- y.** Youth Commission. Two Members. Two Year Term.

**CONTINUING RESOLUTIONS**

**2. By Resolution:**

- a.** Resolution regarding the Rules of the Board of Alders.
- b.** Resolution regarding the status of pending and unfinished business and continuing special and select committees.

BOARD OF ALDERS  
REGULAR MEETING  
AGENDA  
January 2, 2023  
**UNANIMOUS CONSENT**

3. From Tax Collector, Order De Tax Refunds (December 18, 2023).
4. Order concerning real property taxes of Safari Baheneka on motor vehicle tax accounts 80679 and 53058.
5. Order concerning real property taxes of Hassan Toler on motor vehicle tax accounts 86109.
6. From Robert McCain the Science Supervisor of New Haven Public Schools submitting an Order of the Board of Alders authorizing the execution of an Agreement by and between the New Haven Board of Education and Trident Machine Tools LLC D/B/A HFO Trident, LLC for \$607,801.00 funded by the Manufacturing Pathway Grant for the period of January 2, 2024, to January 2, 2025.

**COMMUNICATIONS**

7. From the Executive Director of City Plan submitting a Ordinance Amendment amending Section 22 of the New Haven Zoning Ordinance: Accessory Dwelling Unit by removing the owner occupancy requirement and allowing detached and attached ADUS outside of the existing building envelope, eliminating the minimum lot size requirement and amending setback requirements for ADUS.
8. From the Executive Director of City Plan submitting the following reports from the City Plan Commission meeting of December 20, 2023, consideration: Report 1634-03 PETITION TO AMEND THE NEW HAVEN ZONING ORDINANCE Article V §§ 42 (Use Table), 43, 43.1, And 45 by adding, Transit-Oriented Development District pursuant to Conn. General Statutes §§ 13b-79o, Et. Seq., known as a Transit Oriented Community Zone, to the text of the New Haven Zoning Ordinance as a new zoning district. Submitted by: New Haven Parking Authority. Advice: Denial; Report 1634-04 PETITION TO AMEND THE NEW HAVEN ZONING MAP (Maps #16 and #12) to change the designation of approximately 7.33± acres of land located at 170 Union Avenue (M-B-P 237/1300/00200) from B-E (Wholesale and Distribution) to a Transit-Oriented Development zoning district classification, known as a Transit-Oriented Community Zone. Submitted by: New Haven Parking Authority Advice: Denial; Report 1642-08 RESOLUTION OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE MAYOR TO SIGN A MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION WITH THE CONNECTICUT DEPARTMENT OF TRANSPORTATION FOR A TEN-YEAR PERIOD Submitted by: Giovanni Zinn, PE, City Engineer Advice: Approval; Report 1642-09 RESOLUTION OF THE NEW HAVEN BOARD OF ALDERS RESOLUTION OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (CT DEEP) AND SIGN ANY ASSOCIATED STATE AGREEMENTS, AGREEMENTS WITH CONTRACTORS AND OTHER DOCUMENTS THAT MAY BE DESIRABLE OR NECESSARY, INCLUDING ANY SUBSEQUENT AMENDMENTS TO AGREEMENTS, CONCERNING THE 2023 STATE DIESEL EMISSIONS REDUCTION ACT (DERA) FOR THE PURCHASE OF AN ELECTRIC REFUSE VEHICLE Submitted by: Steven Winter, Executive Director, Office of Climate and Sustainability Advice: Approval
9. From the Chair of the Environmental Advisory Committee submitting an Order calling for a public hearing to discuss lawn pesticides and artificial turf.

BOARD OF ALDERS  
REGULAR MEETING  
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January 2, 2023

**FIRST READINGS**

**10. Aldermanic Affairs. Favorable.**

- a. Order of the New Haven Board of Alders approving the appointment of William Rodriquez to the Commission on Aging.
- b. Order of the New Haven Board of Alders approving the appointment of Amani Jaramoga to the Homeless Advisory Commission.
- c. Order of the New Haven Board of Alders approving the appointment of Juan Morquecho to the Peace Commission as a Youth Representative.
- d. Order of the New Haven Board of Alders approving the appointment of Paul Garlinghouse to the Transit District.
- e. Order of the New Haven Board of Alders approving the appointment of Tamiko Jackson-McArthur to the Board of Public Health.
- f. Order of the New Haven Board of Alders approving the reappointment of Cyril May to the Solid Waste Authority Board.
- g. Order of the New Haven Board of Alders approving the reappointment of Cordalie Benoit to the Historic District Commission.
- h. Order of the New Haven Board of Alders approving the reappointment of Christian Peralta to the Board of Zoning Appeals.
- i. Order of the New Haven Board of Alders approving the Reappointment of Claudette Kidd to the Affordable Housing Commission.
- j. Order of the New Haven Board of Alders approving the Reappointment of Rebecca Corbett to the Affordable Housing Commission.
- k. Order of the New Haven Board of Alders approving the Reappointment of Elias Estabrook to the Affordable Housing Commission.
- l. Order of the New Haven Board of Alders approving the Reappointment of Jaime McPhail-Myers to the Affordable Housing Commission.
- m. Order of the New Haven Board of Alders approving the Reappointment of Serena Neal Sanjurjo to the Affordable Housing Commission.

**11. Aldermanic Affairs. Leave to Withdraw.**

Order of the New Haven Board of Alders granting leave to withdraw to the communication to approve the appointment of Steven Winter to the Solid Waste Authority Board.

BOARD OF ALDERS  
REGULAR MEETING  
AGENDA  
January 2, 2023  
SECOND READINGS

**12. City Services and Environmental Policy. Favorable.**

Resolution of the Board of Alders of the City of New Haven urging the President and Congress to create a Federal Climate Emergency Plan.

**13. City Services and Environmental Policy. Leave to Withdraw.**

- a. Order of the New Haven Board of Alders granting leave to withdraw to the request to approve expansion and reconfiguration of the New Haven Downtown Crossing to create and expand “Tower and Garden District.”
- b. Order of the New Haven Board of Alders granting leave to withdraw the request to approve the extension of the existing Zone 8 residential parking zone on Front Street north of Grand Avenue.

**14. Finance Favorable.**

- a. Order of the Board of Alders of the City of New Haven authorizing the mayor of the City of New Haven to purchase an all-inclusive Brinc Lemur 2 drone “twin pack” package with five-year contract pricing by trading in our current Brinc Lemur drones for a technology upgrade and to purchase one additional controller to fly two drones at one time.
- b. Ordinance Amendment to Appropriating Ordinance Number One of the New Haven Board of Alders, authorizing budget transfer 301-24-1 in the amount of one million two hundred thousand (\$1,200,000) from the Health Department salary account to the Health Department miscellaneous account for the continued use of temporary staffing/nursing services and to increase the agreement with Worldwide Travel Staffing, Limited by one million two hundred thousand dollars and zero cents (\$1,200,000).
- c. Order to Read and File the Updated Budgetary and Financial reports for September 2023 in compliance with Article VIII Section 5 of the Charter.
- d. Order to Read and File the Updated Budgetary and Financial reports for October 2023 in compliance with Article VIII Section 5 of the Charter.

**15. Finance Leave to Withdraw.**

Order granting Leave to Withdraw the communication from Tyrone Grant submitting a copy of his request to investigate and resolve his claims against the city in his favor.

**16. Legislation. Favorable.**

- a. Order to read and file the communication to the “New Haven Board of Alders public hearing regarding a request on enabling the city to enforce city ordinances related to public space requirements.”
- b. Order to read and file the communication to “ordinance amendment of the New Haven code of ordinances requiring the removal of portable toilets from construction sites within one month of disuse and/or immediately after a building permit has been withdrawn.”

**FROM TAX COLLECTOR, ORDER DE TAX REFUNDS (DECEMBER 18,2023)**

ORDERED by the New Haven Board of Aldermen that the tax refund applications specified hereinafter by taxpayer's name, account number, and refund amount be and hereby are approved pursuant to the Connecticut General Statutes and the certification of the Tax Collector. The Tax Collector shall draw orders upon the City Treasurer for each payee specified and, pursuant to Section 2-37 of the City Ordinances, the Controller or his designee shall surrender each payment to the payee named thereon after obtaining satisfaction of any and all debts owed to the City of New Haven by the Payee.

<b>NAME</b>	<b>ACCT#</b>	<b>REFUND AMOUNT</b>
<b>ACAR LEASING</b>	<b>50376</b>	<b>\$221.49</b>
<b>ALLY FINANCIAL</b>	<b>105536</b>	<b>\$587.43</b>
<b>GARCIA-SORIANO GUILLERMO U</b>	<b>65950</b>	<b>\$51.98</b>
<b>HYNDAI LEASE TITLING TRUST</b>	<b>75610</b>	<b>\$419.55</b>
<b>LOPEZ TASHA M</b>	<b>79882</b>	<b>\$24.23</b>
<b>LOPEZ TASHA M</b>	<b>81183</b>	<b>\$50.84</b>
<b>MICKAN VANESSA</b>	<b>84989</b>	<b>\$60.60</b>
<b>VW CREDIT LEASING, LTD</b>	<b>106514</b>	<b>\$155.82</b>
<b>12/18/2023</b>	<b>PENDING BOA</b>	<b>\$1,571.94</b>

ACCT#	NAME	ADDRESS	TAX	APPROVED	REFUND AMOUNT
50376	ACAR LEASING	PO BOX 1190 FORTH WORTH, TX 76101	\$221.49		\$221.49
105536	ALLY FINANCIAL	LOUISVILLE PPC PO BOX 9001951 LOUISVILLE, KY 40290	\$587.43		\$587.43
65950	GARCIA-SORIANO GUILLERMO U	270 LENOX ST NEW HAVEN, CT 06513	\$51.98		\$51.98
75610	HYNDAL LEASE TITLING TRUST	3161 MICHELSON DR STE# 1900 IRVINE, CA 92612	\$419.55		\$419.55
79882	LOPEZ TASHA M	4 MOUNTAIN RIDGE TERRACE #116 NEW HAVEN, CT 06513	\$24.23		\$24.23
81183	LOPEZ TASHA M	4 MOUNTAIN RIDGE TERRACE #116 NEW HAVEN, CT 06513	\$50.84		\$50.84
84989	MICKAN VANESSA	PO BOX 103 DEERFIELD, MA 013421	\$60.60		\$60.60
106514	VW CREDIT LEASING, LTD	ATTN: TAX DEPT 1401 FRANKLIN BLVD. LIBERTYVILLE, IL 60048	\$155.82		\$155.82
	12.18.2023				
	PENDING BOA		\$1,571.94		\$1,571.94



..Title

ORDER CONCERNING REAL PROPERTY TAXES OF SAFARI BAHENEKA ON MOTOR VEHICLE TAX ACCOUNTS 80679 AND 53058

..Body

WHEREAS: Safari Baheneka has old motor vehicle tax accounts; and

WHEREAS: Safari Baheneka wants to pay these tax bills; and

WHEREAS: Safari Baheneka is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 80679 and 53058 be forgiven

BE IT FURTHER ORDERED that Safari Baheneka will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 80679 and 53058

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF HASSAN TOLER ON MOTOR VEHICLE TAX ACCOUNT 869109

..Body

WHEREAS: Hassan Toler has old motor vehicle tax accounts; and

WHEREAS: Hassan Toler wants to pay these tax bills; and

WHEREAS: Hassan Toler is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account number 869109 be forgiven

BE IT FURTHER ORDERED that Hassan Toler will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax account 869109

**CHECK LIST FOR ALDERMANIC SUBMISSIONS**

<b>X</b>	Cover Letter
<b>X</b>	Resolutions/ Orders/ Ordinances
<b>X</b>	Prior Notification Form
<b>X</b>	Fiscal Impact Statement - Should include comprehensive budget
<b>X</b>	Supporting Documentation (if applicable)
	Disk or E-mailed Cover letter & Order

**IN ADDITION [IF A GRANT]:**

	Notice of Intent
	Grant Summary
	Executive Summary (not longer than 5 pages without an explanation)

**Date Submitted:** December 21, 2023

**Meeting Submitted For:** January 2, 2024

**Regular or Suspension Agenda:** Regular

**Submitted By:** Bob McCain, Science Supervisor

**Title of Legislation:**

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN  
AUTHORIZING THE EXECUTION OF TRIDENT MACHINE TOOLS, LLC D/B/A  
HFO TRIDENT, LLC. AGREEMENT WITH THE BOARD OF EDUCATION FOR THE  
PERIOD OF JANUARY 2, 2024 TO JANUARY 2, 2025.

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**Comments:** Legistar File ID: LM-2023-0663

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**Coordinator's Signature:** \_\_\_\_\_

**Controller's Signature (if grant):** \_\_\_\_\_

**Mayor's Office Signature:** \_\_\_\_\_

Call (203) 946-7670 with any questions.  
[bmONTALVO@newhavenct.gov](mailto:bmONTALVO@newhavenct.gov)

December 12, 2023

Tyisha Walker-Myers  
President, Board of Aldermen  
City of New Haven  
165 Church St, 2<sup>nd</sup> Floor  
New Haven, CT 06520

Re: Request for Authorization to Executed Agreement with Trident Machine Tools, LLC dba HFO Trident, LLC

Dear President Walker-Meyers,

I am writing to formally request the authorization of the Board of Aldermen for the execution of an agreement with Trident Machines Tools, LLC doing business as HFO Trident, LLC. The purpose of this agreement is to provide manufacturing lathes and mills at Hillhouse and Cross High Schools.

The vendor, HFO Trident, LLC, was deemed Sole Source by the City of New Haven Purchasing Department on October 16<sup>th</sup> 2023, and subsequently received approval from the Board of Education on December 11, 2023. This strategic selection was based on their unique expertise and the specialized nature of the equipment required for our educational programs.

As outlined in our attached materials, the purchase costs exceed \$100,000.00, necessitating final authorization from the Board of Aldermen. We believe that the acquisition of these machines is crucial for the advancement of our educational programs, enabling students at Hillhouse and Cross high schools to gain the hands-on experience in manufacturing.

The comprehensive documentation provided herewith includes all pertinent details regarding the vendor selection, Board of Education approval, and the proposed benefits of integrating these machines into our educational curriculum. We are confident that this investment aligns with the educational objectives of our community and will contribute significantly to the skills development of our students.

We kindly request your consideration of this matter and hope for the approval of the authorization to proceed with the agreement with Trident Machine Tools, LLC dba HFO Trident, LLC. Should you require any additional information or clarification please do not hesitate to contact us.

Thank you for your time and consideration

Sincerely,

Robert McCain  
Science Supervisor



## NEW HAVEN PUBLIC SCHOOLS

### Manufacturing Program Whitepaper and Vision

Our Vision is to establish a dynamic and innovative high school manufacturing program that serves as a launching pad for aspiring college engineers and/or skilled machinists. We are committed to providing a comprehensive educational experience that seamlessly integrates academic rigor, hands-on skills development, and real-world applications to prepare our students for successful futures in the manufacturing industry.

Our Mission for the manufacturing program aims to be a beacon of excellence, shaping the next generation of engineers and machinists who will contribute to advancements in technology, industry, and society. We will prepare students not only for academic success but also to be adaptable, innovative, and well-rounded individuals, ready to meet the challenges and opportunities of the ever-evolving manufacturing landscape."

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In our vision:

**Academic Excellence:** We envision a program that fosters a deep understanding of mathematics, physics, and engineering principles, laying a strong academic foundation for students pursuing higher education in engineering.

**Hands-On Learning:** Our manufacturing program is dedicated to hands-on learning, offering state-of-the-art facilities and cutting-edge equipment that enable students to translate theoretical knowledge into practical skills. Through immersive experiences, students will develop a profound understanding of manufacturing processes, machinery operation, and precision techniques.

**Innovation and Creativity:** We aspire to cultivate a culture of innovation and creativity, encouraging students to think critically and solve real-world engineering challenges. Our program will provide opportunities for students to engage in project-based learning, fostering creativity and problem-solving skills essential for success in both academia and industry.

**Industry-Relevant Skills:** Recognizing the diverse career paths within manufacturing, our program aims to equip students with a versatile skill set. Whether pursuing a college engineering degree or entering the workforce directly, graduates will possess the technical proficiency and adaptability demanded by modern manufacturing environments.

**Collaborative Partnerships:** We envision strong partnerships with local industries, businesses, and colleges to provide students with exposure to real-world scenarios, mentorship opportunities, and internships. These collaborations will bridge the gap between academic learning and industry expectations, enhancing the employability of our graduates.

**Diversity and Inclusion:** Our vision includes creating a diverse and inclusive environment that welcomes students of all backgrounds and perspectives. By fostering a culture that values diversity, we believe we can better prepare our students to thrive in the global and collaborative landscape of the manufacturing industry.

**Life-Long Learners:** Our program aims to instill a passion for continuous learning, encouraging students to embrace challenges and stay abreast of evolving technologies. We aspire to nurture life-long learners who are not only academically proficient but also agile in adapting to the dynamic nature of the manufacturing sector.

In essence, our vision is to establish a high school manufacturing program that not only propels students towards successful academic and career pathways but also instills in them the confidence, resilience, and passion needed to contribute meaningfully to the ever-evolving world of engineering and manufacturing.

..title

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE EXECUTION OF TRIDENT MACHINE TOOLS, LLC D/B/A HFO TRIDENT, LLC. AGREEMENT WITH THE BOARD OF EDUCATION FOR THE PERIOD OF JANUARY 2, 2024 TO JANUARY 2, 2025.

..body

WHEREAS, the New Haven Board of Education (the “Board”) and Board of Education, Trident Machines Tools, LLC. (the “Vendor”) are the parties (collectively the “Parties”); and

WHEREAS, the Parties reached an agreement for the vendor to provide Manufacturing mills and lathes for Hillhouse and Cross High Schools (the “Manufacturing Equipment Agreement”); and

WHEREAS, the district staff submitted the Manufacturing Equipment Agreement to the Board, which was approved at its December 11, 2023 Board of Education meeting; and

WHEREAS, the Charter of the City of New Haven requires the approval of the Board of Alders for an agreement over \$100,000.00 for the Sole Sourced vendor.

NOW THEREFORE BE IT ORDERED, by the Board of Alders of the City of New Haven that the Manufacturing Equipment Agreement is hereby approved.

BE IT FURTHER ORDERED, that the President of the Board of Education or the Mayor is authorized to execute the Manufacturing Equipment Agreement as well as such additional instruments as may be deemed necessary or expedient to implement the terms.

# **PRIOR NOTIFICATION FORM**

## **NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS**

TO (list applicable alders of): ALL

WARD # ALL

DATE: **December 12, 2023**

FROM: Department/Office NHPS Science Supervisor – Curriculum  
Person Robert McCain Telephone 475-220-1401

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders in the near future:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN  
AUTHORIZING THE EXECUTION OF TRIDENT MACHINE TOOLS, LLC D/B/A  
HFO TRIDENT, LLC. AGREEMENT WITH THE BOARD OF EDUCATION FOR  
THE PERIOD OF JANUARY 2, 2024 TO JANUARY 2, 2025.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other \_\_\_\_\_

### **INSTRUCTIONS TO DEPARTMENTS**

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alder(s); sponsoring department; attached to submission to Board of Alders.

**FISCAL IMPACT STATEMENT**

**DATE:** December 12, 2023  
**FROM (Dept.):** Science Supervisor, Curriculum  
**CONTACT:** Robert McCain **PHONE** 475-220-1401

**SUBMISSION ITEM (Title of Legislation):**

ORDER OF THE BOARD OF ALDER OF THE CITY OF NEW HAVEN TO AUTHORIZE EXECUTION OF THE AGREEMENT WITH TRIDENT MACHINE TOOLS, LLC TO PROVIDE MANUFACTURING LATHES AND MILLS AT HILLHOUSE AND CROSS HIGH SCHOOLS FOR THE MANUFACTURING PROGRAM FROM JANUARY 2, 2024 TO JANUARY 2, 2025.

**List Cost:** Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

				CAPITAL/LINE
	GENERAL	SPECIAL	BOND	ITEM/DEPT/ACT/OBJ CODE
<b>A. Personnel</b>	\$0	\$0	\$0	
<b>1. Initial start up</b>	\$0	\$0	\$0	
<b>2. One-time</b>	\$0	\$0	\$0	
<b>3. Annual</b>	\$0	\$0	\$0	
<b>B. Non-personnel</b>	\$0	\$0	\$0	
<b>1. Initial start up</b>	\$0	\$607,801.00	\$0	
<b>2. One-time</b>	\$0	\$0	\$0	
<b>3. Annual</b>	\$0	\$0	\$0	

**List Revenues:** Will this item result in any revenues for the City? If Yes, please list amount and type.

NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>

**1. One-time**            \$0  
    **2. Annual**             \$0

**Other Comments:**

The equipment will be funded through the Manufacturing Pathway Grant. The schools will be splitting the costs for the equipment.  
2560-6440-54411-0061 (Cross)  
2560-6440-54411-0062 (Hillhouse)





NEW HAVEN PUBLIC SCHOOLS

### Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Robert McCain, Science Supervision  
**Date:** 11/27/2023  
**Re:** Award of PO to Trident to provide Manufacturing Lathes and Mills to Hillhouse and Cross to the new Manufacturing Pathway

**Answer all questions** and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information		
Vendor Name:	Trident Machine Tools, LLC	
Doing Business as: (DBA)		
Vendor Address:	651 Day Hill Road Windsor, CT 06095	
Vendor Contact Name:	Lorraine Palmer	
Vendor Contact Email:	lpalmer@hfotrident.com	
Is the contractor a minority or women owned small business?	No	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	New	
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From: January 2, 2024	To: January 2, 2025
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$607,801	
Funding Source Name: Acct. #:	2560-6440-54411-0061 (Cross) 2560-6440-54411-0062 (Hillhouse)	
Contract #: <small>(Local or State)</small>	Sole Source	



NEW HAVEN PUBLIC SCHOOLS

**Key Questions:**

**1. What specific service will the contractor provide:**

Trident will provide the following machines for the manufacturing program:

- 4 Lathes
- 4 Mills
- 8 Simulators
- 12 Desktop Mills

**2. How was the contractor selected?** *\*Attach appropriate supporting documents*

- Quotes
- Sealed Bid # \_\_\_\_\_
- Sole Source # SLSRC 30006X NHPS
- RFP# \_\_\_\_\_
- State Contract #
- Exempt Professional
  - Accountant
  - Actuary
  - Appraiser
  - Architect
  - Artist
  - Dentist
  - Engineer
  - Expert Professional Consultant
  - Land Surveyor
  - Lawyer
  - Physician/Medical Doctor

**3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:**

**a. Please explain how the vendor was chosen?** *\*Attach NAVendor Proposal*

n/a

**b. Who were the members of the selection committee?** *(Minimum 3 members required)*

n/a



NEW HAVEN PUBLIC SCHOOLS

<b>4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?</b>
NA
<b>5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? <small>*Attach Renewal Letters</small></b>
NA
<b>6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?</b>
NA
<b>7. Is this a service that existing staff could provide? Why or why not?</b>
No – specialized State-of-the-Art Manufacturing machines that are used by local Manufacturing Companies



NEW HAVEN PUBLIC SCHOOLS

**Agreement/Contract Processing Checklist**

*To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.*

**Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement\_Contract\_Checklist\2022-2023**

<b>1. Has this vendor performed service(s) in prior fiscal years?</b>	
If Yes,	Vendor # _____
If No or New,	Vendor must provide completed W9
<b>2. A quotes or proposal submitting regarding the agreement/contract.</b>	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p><b>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></b></p> <p><b>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></b></p> <p><b>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</b></p>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<p><b>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</b></p>	
Emailed Disclosures are acceptable.	



# MEMORANDUM

## BUREAU OF PURCHASES

### CITY OF NEW HAVEN

Malinda M. Figueroa, Purchasing Agent  
200 Orange Street, Room 301  
New Haven, Connecticut 06510  
Telephone (203) 946-8201  
Facsimile (203) 946-8206  
Email: mfiguero@newhavenct.gov

**SLSRC #30006X NHPS**

DATE: October 16, 2023

TO: Robert McCain, Science Supervisor

FROM: Malinda M. Figueroa, Purchasing Agent

RE: Sole Source – Trident Machine Tools, LLC dba HFO Trident, LLC

I have received your sole source request with supportive documentation for Trident Machine Tools, LLC dba HFO Trident, LLC, the sole manufacturer, and distributor for HAAS Machines. The unique feature of Haas is one control for all machine tool models, which ensures continuity for parts and services. These tools will be utilized under the Manufacturing programs at Wilbur Cross High School and James Hillhouse High School. The equipment is unique to the vendor.

Therefore, pursuant to Section 74(d)(i) of the City Charter, I hereby designate the above referenced vendor as the "Sole Source" vendor for the above referenced purpose. This Sole Source letter shall be reference for all future transaction associated with this vendor.

***While all else remains the same this Sole Source does not expire.***

Please note any non-competitively bid contract which is \$100,000.00 or greater may require Board of Alder approval.

Any questions, please feel free to contact me @ x8201.

c: Linda Hannans/Carl Carangelo/Michele Bonanno, NHPS  
Arami Martinez, Accounts Payable  
File



NEW HAVEN PUBLIC SCHOOLS  
NEW HAVEN, CONNECTICUT

**BOARD OF EDUCATION MEETING**  
**Monday, December 11, 2023**  
**VIA ZOOM or HYBRID at**  
**Barack Obama Magnet**  
**69 Farnham Avenue, New Haven, CT 06515**  
**5:30 PM**

- I. Call to Order
- II. Pledge of Allegiance
- III. Public Participation (*see instructions below*)
  1. Public comments will be limited to three minutes per speaker. The Board will hear public comment for up to 90 minutes.
- IV. Action Items – Discussion and vote anticipated on each topic
  1. Approval of Board Minutes – *November 13, 2023 and November 27, 2023*
  2. Discussion and Possible Action – *Proposed 2024-2025 Committee Dates*
  3. Discussion and Possible Action – *Head Start Grant Application*
  4. Personnel Report – *Dr. Madeline Negrón*
  5. Finance and Operations Committee – *Mr. Matthew Wilcox*

The Committee recommended approval of the following items:

**ABSTRACTS:**

1. School Improvement Grant (SIG) – Hillhouse in the amount of \$170,798.00 for October 30, 2023 to June 30, 2024.
2. ARPA-Priority School Districts & Faith Acts Grant, in the amount of \$1,097,479.00 for March 13, 2021 to December 31, 2024.
3. School Improvement Grant (SIG) – Troup, in the amount of \$260,000.00 for July 1, 2023 to June 30, 2024.

**AGREEMENTS:**

1. Agreement with Trident Machine Tools, LLC. to provide Manufacturing Lathes and Mills at Hillhouse and Cross High Schools for the Manufacturing program, from January 2, 2024 to January 2, 2025 in an amount not to exceed \$607,801.00.
2. Amendment #1 to Agreement #96399727 with Southern Connecticut State University, to expand the Scope of Service to include 2<sup>nd</sup> semester college courses for the Health Career Academy Pathway program at Hillhouse; to increase funding of \$19,928.00 by \$14,240.00 to \$34,168.00, and to change the end date of the Agreement from December 31, 2023 to June 14, 2024, with no change in funding source.
3. Non-Financial Data Sharing Agreement with Yale University, Office of New Haven Affairs, for New Haven Public School student participation in the Yale Pathways to Science and the Pathways to Arts & Humanities programs at Yale University, establishing mutually acceptable standards for protecting student information, from December 12, 2023 to January 30, 2028, with evaluation after June 30, 2026 and again sixty days prior to June 30, 2028.
4. Agreement with Boundless Literacy to provide trained tutors for small group reading interventions, from January 1, 2024 to June 15, 2024, in an amount not to exceed \$175,000.00.

5. Agreement with Area Cooperative Educational Services, (ACES), to serve as the fiscal agent for the payroll portion of the LEAP 2.0 funding, and will be responsible for hiring the staff coordinator for the New Haven LEAP program and pay coordinator's part-time salary, from December 12, 2023 to June 14, 2024, in an amount not to exceed \$24,787.00.
6. Agreement with ALK Mindfulness, LLC, d/b/a The ALK Mindfulness Initiative, to provide programming for students participating in the Saturday Success Academy at Wexler Grant, Roberto Clemente and Fair Haven schools, from December 12, 2023 to June 30, 2024, in an amount not to exceed \$45,000.00.
7. Amendment #1 to Agreement #96399768 with Little Scientists to expand the Scope of Service to provide after school programming at Nathan Hale, Jepson, East Rock and Martinez schools, and to increase funding of \$23,175.00 by \$32,175.00 to \$55,350.00.
8. Amendment #1 to Agreement #96399777 with ARTE, Inc., to expand the Scope of Service to include after school programming at Jepson and Clinton Avenue schools; and to provide Saturday Academy and College Readiness programming for McKinney-Vento homeless students and families at the Atwater Senior Center in New Haven, CT; and, to increase funding of \$85,050.00 by \$43,130.00 to \$128,180.00.
9. Agreement with Upon This Rock Ministries, to provide after school and extended hours programming and programming during Saturday Academy, from December 12, 2023 to June 30, 2024, in an amount not to exceed \$21,600.00.
10. Amendment #1 to Agreement with Gateway Community College, to increase funding of \$267,717.60 by \$28,000.00 to \$295,717.60 to reflect School Readiness Priority Enrollment Grant funds released in October 2023.

#### **PURCHASE ORDERS:**

1. Purchase Order under State Contract with SPORTS Construction to purchase Bleachers for Fair Haven School from December 4, 2023 to June 30, 2024 in an amount not to exceed \$132,527.23.
2. Purchase Order under State Contract 20PSX0088 with Red Thread Spaces, LLC for removal and replacement of dance floor/padding for the dance classrooms at Coop High School from December 4, 2023 to June 30, 2024 in an amount not to exceed \$21,478.00.
3. Purchase Order under State Contract 21PSX0106 with Tucker Mechanical to replace a heat exchange at FAME school from November 29, 2023 to June 30, 2024, in an amount not to exceed \$33,775.00.

#### **CONTRACTS:**

1. Award of Contract 21896 with Utility Communications, Inc. to provide On Call Security Maintenance Repairs from December 4, 2023 to June 30, 2024, in an amount not to exceed \$100,000.00.
2. ~~Award of Contract 21907 with Re-Tech LLC to remove and replace wood deck entrances of the Sound School, from December 4, 2023 to June 30, 2024, in an amount not to exceed \$202,330.00.~~

**Item Withdrawn**

#### **CHANGE ORDERS:**

1. Change Order 1 to Contract 217679-4-4 with CT Controls Corp to increase funding amount from \$200,000.00 by \$40,000.00 for a total amount of \$240,000.00 to cover increased services for HVAC issues during summer cooling and fall heating season.

**ITEMS PENDING RECOMMENDATION FOR APPROVAL**  
**from SPECIAL F&O MEETING 12/11/2023:**



**AGREEMENTS:**

1. Agreement with EdAdvance, to provide 10 training days to staff, district-wide, on creating a comprehensive and integrated approach to attendance and engagement to address chronic absenteeism, from December 12, 2023 to June 30, 2024, in an amount not to exceed \$50,000.00.
2. Amendment #1 to Agreement with SPORT Academy EST 2013 Inc, to expand the Scope of Service to provide after-school programming for students at Fair Haven School, and to provide programs during Saturday Success Academy for students at Wexler Grant, Roberto Clemente and Fair Haven schools, and to increase funding of \$387,080.00 by \$32,280.00 to \$70,360.00.
3. Amendment #1 to Agreement #96399771 with Eli Whitney Museum, to expand the Scope of Service to provide after-school programs at Roberto Clemente and East Rock schools, and to increase funding of \$57,516.00 by \$29,325.00 to \$86,940.00.

- V. Student's Report
- VI. Teaching and Learning Report – Dr. Edward Joyner
- VII. Facilities Naming Committee Report – Dr. Edward Joyner
- VIII. Superintendent's Report – Dr. Madeline Negrón
- IX. President's Report – Ms. Yesenia Rivera
- X. Head Start Report – Mr. Matthew Wilcox
- XI. Citywide School Building Committee Report – Mr. Matthew Wilcox
- XII. Finance & Operations Report – Mr. Matthew Wilcox
- XIII. Governance Report – Dr. Abie Benitez
- XIV. Food Service Task Group Report – Dr. OrLando Yarborough
- XV. Adjournment

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**Zoom Information:**

Please click the link below to join the webinar:

<https://zoom.us/j/96804305432?pwd=WG9yTnQ1RmpseVdlM3pxMFpHa2t1QT09>

Passcode: BOE2023

Or by telephone: +1 929 205 6099 Webinar

ID: 968 0430 5432

**Public Participation:**

If you would like to ask a question or make a comment during public participation, please use the *'Raise Hand'* feature in Zoom and wait to be called on by the meeting facilitator. Your microphone will then be unmuted and you will be able to share your comments. If there is a large number of speakers, the Board may not be able to hear all public comments live. You can continue submitting public comment in writing, and the comments will be shared with the Board in advance of the meeting: <https://www.nhps.net/Page/761> Public participation comments should be submitted prior to 12:00 noon December 11, 2023.



**For: Office Use Only**

Vendor No.	Date Entered
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Mail  Fax  Email

Vendor:

**CITY OF NEW HAVEN**  
 Department of Education  
 54 Meadow St., New Haven, CT 06519  
**VENDOR PURCHASE ORDER**

P.O.
▲ This number must appear on all invoices and package of shipment

**PURCHASE ORDERS NOT  
 COMPLETED AND DELIVERED  
 WITHIN 60 DAYS ARE  
 AUTOMATICALLY CANCELLED**

**SPECIAL FUNDS**

Fiscal Year:

Deliver To:

Date Prepared	Fund	Agency	Program	Object	Project Code
					<b>see below</b>

Quantity	Description	Unit Cost	Total Cost
		Shipping Charge	

**PLEASE NOTIFY BUSINESS OFFICE IF YOUR TOTAL COST EXCEEDS OUR TOTAL AMOUNT BEFORE SHIPPING**

Authorized Supervisor's Signature <i>Michele Bonanno-jl</i> Click or tap to enter a date.	Business Office Approval Click or tap to enter a date.	Principal's Signature Click or tap to enter a date.	Total Amount
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**SUBMIT PURCHASE ORDERS TO:**  
 SpecialfundsPO@new-haven.k12.ct.us

**FOR PAYMENT:** Send Your Invoice Electronically or By Mail:  
 Email: [NHInvoice@newhavenct.gov](mailto:NHInvoice@newhavenct.gov)  
 Mail: **New Haven Public Schools, Attn: Dept. of Special Funds**  
 54 Meadow Street, New Haven, CT 06519  
 Fax: **1-203-946-5740**



# Haas Factory Outlet

A Division of Trident Machine Tools, Inc.

# PROPOSAL

Number MCHF082223

Date Aug 22, 2023

Sold To
<b>New Haven Public Schools</b> 54 Meadow Street New Haven, CT 06519 US  Robert McCain <b>Phone</b> <b>Fax</b>

Ship To
<b>New Haven Public Schools</b> 54 Meadow Street New Haven, CT 06519 US  Robert McCain <b>Phone</b> <b>Fax</b>

Here is the quote you requested.

Salesperson	Terms	FOB
Lorraine Palmer	Net 30	Oxnard, CA

Qty	Part Number	Description	Unit Price	Ext. Price
1	SHIPPING/TOOLING	Additional Freight Charges & Additional Tooling (Refer to quote dated 2/22/23/ Quote# TMT1611227)	\$5,125.18	\$5,125.18
			<b>Total</b>	<b>\$5,125.18</b>

Please contact me if I can be of further assistance.

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 Your Financing Solution



CONTACT A FINANCE SPECIALIST  
 phone: 860-687-2375  
 email: jlt@tridentmtr.com  
 web: www.mfrresources.com



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651 Day Hill Road  
 Windsor, CT 06095  
 PH: 860-687-2466  
 Fax: 860-687-2477



**Haas Factory Outlet**

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A Division of Trident Machine Tools, Inc.

# TM-1P WITH HA5C AND SIMULATOR / TL-1 WITH SIMULATOR / DESKTOP MILL PROPOSAL

PROPOSAL: **TMT1612439**

DATE: **8/22/2023**

PREPARED FOR:  
**ROBERT MCCAIN**  
**NEW HAVEN PUBLIC SCHOOLS**  
**54 MEADOW ST**  
**NEW HAVEN CT 06519-1783**

PREPARED BY:

**LORRAINE PALMER**

**TRIDENT MACHINE TOOLS, LLC**

**860-878-4835**

**lpalmer@hfotrident.com**



# QUOTATION

## TM-1P × 4

**\$171,980.00**

### Travels

X Axis .....	762 mm / 30.0 in
Y Axis .....	406 mm / 16.0 in
Z Axis .....	406 mm / 16.0 in
Spindle Nose to Table (~ max) .....	508 mm / 20.0 in
Spindle Nose to Table (~ min) .....	102 mm / 4.0 in

### Options

Standard Program Memory, 1 GB × 4 .....	Included
Convenience Package × 4 .....	Included
6000-rpm Spindle × 4 .....	Included
Spindle Orientation × 4 .....	\$ 5,580.00
Coolant Pump Kit × 4 .....	Included
Early Power-Failure Detection Module × 4 .....	Included
Ethernet Interface × 4 .....	Included
HaasConnect: Remote monitoring × 4 .....	Included
HaasDrop × 4 .....	Included
Lifting Provision × 4 .....	Included
Media Display M-Code; M130 × 4 .....	Included
Safe Run × 4 .....	Included
10-Pocket Carousel Tool Changer × 4 .....	Included
Control Touch Screen × 4 .....	Included
WiFi Connection for the Haas Control × 4 .....	Included
Work Light × 4 .....	Included
CT-Style Tool Changer Grippers × 4 .....	Included
4th-Axis Drive and Wiring × 4 .....	\$ 12,780.00
Chip Auger × 4 .....	\$ 14,780.00
WiFi Camera × 4 .....	\$ 3,180.00
Rigid Tapping × 4 .....	\$ 7,580.00
LOW-VOLT × 4 .....	Included
1-Year Extended Warranty × 4 .....	\$ 31,580.00

Machine & Options Total ..... \$ 247,460.00

**MACHINE TOTAL ..... \$ 247,460.00**

## HA5C × 4

**\$45,580.00**

### Options

Manual Collet Closer × 4 .....	Included
Direct Control by Mill CNC × 4 .....	Included
Sigma 7 Servomotors × 4 .....	Included
4" Manual Tailstock × 4 .....	\$ 6,780.00

HA5C TOTAL ..... \$ 52,360.00

## SIMULATOR × 4

**\$7,980.00**

### Options

SIMULATOR TOTAL ..... \$ 7,980.00

## TL-1 × 4

**\$126,780.00**

### Travels

X Axis .....	203 mm / 8.0 in
Z Axis .....	762 mm / 30.0 in

**Options**

1800-rpm Spindle, A2-5 × 4 .....	Included
Standard Program Memory, 1 GB × 4 .....	Included
Coolant Pump Kit × 4 .....	Included
Chip Enclosure × 4 .....	Included
Early Power-Failure Detection Module × 4 .....	Included
Ethernet Interface × 4 .....	Included
HaasConnect: Remote monitoring × 4 .....	Included
HaasDrop × 4 .....	Included
User-Definable Macros × 4 .....	Included
Control Touch Screen × 4 .....	Included
Visual Part Programming System × 4 .....	Included
WiFi Connection for the Haas Control × 4 .....	Included
Work Light × 4 .....	Included
Inch Measurement Units × 4 .....	Included
4-Station Tool Turret × 4 .....	\$ 33,980.00
Electronic Handwheels × 4 .....	\$ 5,980.00
Manual Tailstock, MT4 × 4 .....	\$ 12,380.00
WiFi Camera × 4 .....	\$ 3,180.00
LOW-VOLT × 4 .....	Included
8" Manual 3-Jaw Chuck, A2-5 × 4 .....	\$ 7,180.00
1-Year Extended Warranty × 4 .....	\$ 8,780.00
<b>Machine &amp; Options Total</b> .....	<b>\$ 198,260.00</b>
<b>MACHINE TOTAL</b> .....	<b>\$ 198,260.00</b>

**SIMULATOR × 4**

**\$7,980.00**

**Options**

<b>SIMULATOR TOTAL</b> .....	<b>\$ 7,980.00</b>
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**DESKTOP MILL × 12**

**\$119,940.00**

**Travels**

X Axis .....	152 mm / 6.0 in
Y Axis .....	254 mm / 10.0 in
Z Axis .....	76 mm / 3.0 in
Spindle Nose to Table (~ max) .....	80 mm / 3.2 in

**Options**

Visual Part Programming System × 12 .....	Included
15,000-rpm ER11 Spindle × 12 .....	Included
Ethernet Interface × 12 .....	Included
Standard Program Memory, 1 GB × 12 .....	Included
User-Definable Macros × 12 .....	Included
7" Desktop Mill Vise × 12 .....	Included
Coordinate Rotation and Scaling × 12 .....	Included
HaasConnect: Remote monitoring × 12 .....	Included
HaasDrop × 12 .....	Included
Media Display M-Code; M130 × 12 .....	Included
6-Month Standard Warranty × 12 .....	Included
Control Touch Screen × 12 .....	Included
WiFi Connection for the Haas Control × 12 .....	Included
High-Speed Machining × 12 .....	Included
Desktop Software Package × 12 .....	\$ 26,340.00
LOW-VOLT × 12 .....	Included

<b>Machine &amp; Options Total</b> .....	<b>\$ 146,280.00</b>
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<b>MACHINE TOTAL</b> .....	<b>\$ 146,280.00</b>
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**ADDITIONAL ITEMS**

PC 0604 Discount: EDU: 15% Machine, 25% Tooling Disc .....	\$ -73,824.00
Free Warranty Discount: Free Warranty Discount .....	\$ -40,360.00

<b>FREIGHT SHIPPING &amp; HANDLING: Cross country freight to a rigger of your choice</b>	\$ 29,674.82
<b>PROJECT MANAGEMENT &amp; COORDINATION</b>	\$ 300.00
<b>MISC. SERVICES FEE</b>	\$ 190.00
<b>HAAS TOOLING ALLOWANCE: \$34,500</b>	\$ 25,875.00
<b>RIGGING: Rigging is not included in this quote</b>	\$ 0.00
<b>Desk Top: Install &amp; Activation Codes</b>	\$ 500.00

\* Not available for field installation

# TOTAL INVESTMENT

# \$602,675.82

<b>Shipping point</b>	FOB Oxnard, CA
<b>Payment Terms</b>	Net 30 from shipment
<b>Validity</b>	End Of August 2023
<b>Warranty</b>	1 Year manufacturers limited warranty on machines and 6 months on Desk Tops
<b>Installation</b>	Included
<b>Training</b>	ONSITE AVAILABLE AT A CHARGE \$2025 PER DAY
<b>Pre-Installation Information</b>	HaasCNC.com/start

### Comments by Lorraine Palmer

Only 1 Installation & Activation fee has been charged for the 12 Desktops Mills, saving you \$5,500.00.

Special bulk order freight pricing Included..

8 Simulators now Included at no charge, with a discounted freight price, for a bulk order to cover the shipping charge for them.



## TERMS AND CONDITIONS

### TERMS AND CONDITIONS

1. **STANDARD TERMS:** This document contains the standard terms and conditions (the "Terms") applicable to dealings between Trident Machine Tools, LLC (HFO Trident) ("SELLER") and its customers, including the customer signing this document below ("BUYER"). The Terms are incorporated into, and a material part of: (a) each proposal to sell goods ("Goods") and, if applicable, ancillary services ("Services") made by SELLER to BUYER (a "Proposal"), (b) each order to purchase Goods and/or Services submitted by BUYER to Seller (an "Order"), (c) each acceptance of an Order by SELLER (an "Acceptance"), (d) each invoice issued by SELLER (an "Invoice"), and (e) all other documents exchanged between SELLER and BUYER pertaining to any ORDER (each Proposal, Order, Acceptance, Invoice or other relevant document is a "Document"); in each case regardless of whether the Terms are referred to in the Document and regardless of whether the Document is submitted or provided electronically, on paper or otherwise. The Terms shall control over any contrary terms or conditions set forth in any Document, regardless of when the Document may be provided by BUYER to SELLER or SELLER to BUYER, except as expressly agreed by SELLER and BUYER in a writing specifically described as an amendment of the Terms, and SELLER and BUYER expressly object to any contrary terms or conditions.

### 2. PROPOSALS AND ORDERS:

- a) A Proposal is valid for 30 days from the date shown on it unless otherwise specified in it.
- b) A Proposal does not constitute a firm offer, but is rather an invitation to BUYER to place an Order.
- c) All Orders shall be in writing. All Orders shall be subject to written Acceptance by SELLER.
- d) SELLER is not the manufacturer of any of the Goods. All weights, measurements and other specifications of Goods set forth in Proposals, Orders and Acceptances are estimates based on information provided by the manufacturer, and SELLER shall not be responsible for any deviations therefrom. Brochures, photographs and other illustrations depicting or describing Goods are non-binding in detail, and BUYER acknowledges that such brochures, photographs and other illustrations may have been superseded since being provided by the manufacturer. BUYER acknowledges further that manufacturers reserve the right to discontinue or to make changes to their products at any time, and that Goods are subject to specification and/or design changes without prior notice. Nothing contained in any descriptions of the Goods set forth in any Proposal, Order, Acceptance or other Document shall expand or otherwise affect SELLER's warranty obligations as set forth in Section 7.
- e) Any production estimates provided by SELLER are not guarantees of actual production unless specifically so stated in writing and signed by a duly authorized officer of SELLER. All time study figures relating to Goods are only estimates based on information provided to SELLER pertaining to finish required, machine-ability of the Goods, amount of material to be removed, BUYER's operating conditions and similar factors.
- f) SELLER retains the right to correct in its Acceptance any clerical error contained in a Proposal or an Order. BUYER agrees to promptly notify SELLER of any suspected clerical error in a Proposal.

### 3. PRICES:

- a) All prices listed in a Proposal are F.O.B. Ship Point (i.e., manufacturer's factory, port of entry or stocking warehouse) unless otherwise specified. Prices are subject to change without notice until confirmed by SELLER in its Acceptance.
- b) Prices quoted in a Proposal do not include sales, use, excise, property or similar taxes arising out of or relating to the sale, purchase, ownership or use of Goods or Services, and all sales are made subject to applicable taxes, the entire amount of which BUYER agrees to pay. BUYER shall provide SELLER with any applicable tax exemption certificates acceptable to appropriate taxing authorities together with an Order. BUYER shall indemnify and hold SELLER harmless from and against the imposition and payment of such taxes. SELLER may in any Invoice or separately bill BUYER at any time for any such taxes, in which case BUYER shall pay the same to SELLER, but SELLER shall not be obligated to do so.
- c) All freight and rigging quoted in a Proposal is subject to change until confirmed by SELLER in its corresponding Invoice.
- d) SELLER will be compensated for all service work performed by SELLER on Goods not covered by manufacturer's warranty or after the manufacturer's warranty period has expired at SELLER's then prevailing rate, plus all expenses, transportation, material and parts.

### 4. PAYMENT TERMS: Subject to SELLER's credit approval of BUYER:

- a) The terms of payment with respect to any Order shall be as specified in the Proposal or the Acceptance applicable to the Order (with the Acceptance controlling if differing terms are specified). If terms of payment are not specified in a Proposal or Acceptance, then BUYER shall pay 20% of purchase price as a non-refundable deposit at time of transmitting an Order (the "Deposit") 70% of the purchase price, 2 business days prior to factory completion date of Goods and 10% net 15 days from installation, not to exceed 30 days from shipment of goods (the "Final Payment"). In the case of leased and financed Orders, the Final Payment is due upon the sooner of BUYER's signing the delivery slip or acceptance or installation of Goods, but in no event later than 30 days from SELLER's shipment of Goods. In the case of Orders containing SELLER Showroom and Inventory Goods, the BUYER shall pay 90% of the purchase price as a non-refundable deposit at time of transmitting an Order (the "Deposit") and 10% net 15 days from installation, not to exceed 30 days from shipment of goods (the "Final Payment"). Any unpaid amount shall bear interest from the due date until payment at a rate equal to the lesser of 2% per month or the maximum percentage permitted by law. Delays in installation and/or delays in operation of Goods caused by damage, warranty service or warranty replacement of parts or otherwise shall not extend or alter time for payment.
- b) BUYER shall pay all of SELLER's costs (including without limitation court costs and reasonable attorney fees) incurred in collecting past due amounts (whether purchase price or other amounts owing pursuant to the Terms) regardless of whether litigation is commenced.
- c) To secure the Obligations, BUYER hereby grants SELLER a first priority security interest in all Goods sold by SELLER to BUYER, any accessions thereto and any insurance, sale or other proceeds of the foregoing (the "Collateral"). For these purposes, the "Obligations" means all amounts due to SELLER in connection with Goods and/or Services sold to BUYER, including without limitation purchase price, taxes and all fees, expenses and reasonable attorneys' fees incurred by SELLER pursuant to or in connection with the Terms, the Obligations or the Collateral. BUYER agrees to insure the Collateral against loss or damage by fire or other risks and hazards in an amount no less than the replacement value



of the Collateral, and upon request to provide SELLER with evidence of such insurance identifying SELLER as loss payee as its interests may appear. BUYER authorizes SELLER to file with applicable governmental authorities financing statements and similar instruments describing the Collateral without the signature of BUYER. Upon BUYER's default in any payment or other performance under the Terms, SELLER may, in its sole and absolute discretion, declare all Obligations immediately due and payable without demand, protest or other notice of any kind, and SELLER shall have the right to repossess the Collateral (BUYER hereby granting SELLER a right of access to BUYER's premises for such purposes) and all other remedies of a secured party under the Uniform Commercial Code as in from time to time in effect in Connecticut.

5. SHIPPING:

- a) Goods subject to an accepted Order shall be sent to the address listed in the applicable Proposal.
- b) Shipping schedules identified in a Proposal are approximate and subject to confirmation by SELLER with the manufacturer following SELLER's issuance of its Acceptance, despite anything set forth in an Order or other Document.
- c) SELLER shall endeavor to accommodate BUYER's requested delivery schedule, but shall have no liability for loss to BUYER, whether direct, incidental and/or consequential, as a result of delays.

6. RISK OF LOSS: The risk of loss or damage to Goods shall pass to BUYER when Goods are placed with a carrier for delivery to BUYER. The carrier shall be deemed to be acting for and on behalf of BUYER, and the terms of payment for Goods shall not be affected by damage to or destruction of Goods.

7. WARRANTIES; REMEDIES:

a) Goods -- SELLER is NOT a manufacturer, and all Goods are manufactured by others. Accordingly, SELLER is not making and shall not make any warranties with respect to Goods other than that SELLER shall convey to BUYER good and marketable title to Goods. Other warranties available to BUYER are those, if any, extended by the manufacturer, to the extent they are in force and effect and may be assigned to BUYER. SELLER shall, upon written request, assign to BUYER any assignable rights SELLER has under the manufacturer's warranties. THE MANUFACTURER'S WARRANTY, IF ANY, AND SELLER'S WARRANTY OF TITLE, SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED BY SELLER.

b) Services -- SELLER warrants that Services will be performed in a workmanlike manner. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED BY LAW OR OTHERWISE, ALL OF WHICH ARE DISCLAIMED BY SELLER.

c) Remedies -- If SELLER breaches any warranty granted by SELLER with respect to the Goods, SELLER'S sole responsibility shall be to repair, replace or refund the purchase price for the applicable Goods, as determined in SELLER'S sole and absolute discretion. If SELLER breaches any warranty granted by SELLER with respect to Services, Seller shall either refund the portion of the purchase price relating to the defective Services or correct the defective Services, as determined in SELLER'S sole and absolute discretion.

d) Limitation of Damages -- If SELLER breaches any of the Terms (including by breach of its warranties), BUYER'S remedies shall be limited as set forth in Section 7c) and this Section 7d). SELLER shall not be liable for any of BUYER'S indirect, incidental, special or consequential damages relating to or arising from the breach, or punitive damages of any nature, and BUYER'S recovery in connection with any Order shall in no event exceed the purchase price actually paid to SELLER with respect to that Order. Without limiting the generality of the foregoing sentence, in no event shall SELLER be liable to BUYER for BUYER'S loss of profits, loss of use, or damages of any nature based upon a claim for breach of warranty or for faulty workmanship or materials or otherwise, whether or not SELLER has been advised of the potential for any such damages. BUYER acknowledges that the purchase price at which SELLER has agreed to provide Goods and/or Services reflects the SELLER'S disclaimer of warranties and limitation of remedies set forth in this Section 7 and further acknowledges that the purchase price would be substantially higher without such disclaimer and limitation.

8. CANCELLATION: All Orders are non-cancelable by BUYER except as approved in writing by SELLER in its discretion. It is agreed that any cancellation, whether or not approved by SELLER, shall damage SELLER. Accordingly, SELLER shall be entitled to retain the Deposit, and BUYER shall pay to SELLER the following (against which the Deposit shall be credited):

- a) SELLER'S purchase price for the Goods delivered to BUYER prior to cancellation;
- b) SELLER'S costs incurred in connection with Services provided prior to cancellation (including compensation costs and overhead);
- c) All other out of pocket costs incurred by SELLER in connection with the Order, including without limitation cancellation or restocking charges that SELLER has or will incur; and
- d) In the case the cancellation is not approved by SELLER, any other amounts to which SELLER may be entitled at law for BUYER'S breach, it being understood that unapproved cancellation shall be a breach by BUYER of the contractual relationship existing between SELLER and BUYER.

9. BUYER'S USE: BUYER agrees that its employees, contractors and invitees when operating Goods will comply with all operating procedures set forth in the manufacturer's operators manuals and instruction sheets relating to such Goods, and BUYER further agrees not to remove or modify any safety device, warning sign, operators manual or work handling tools. BUYER shall immediately notify SELLER of any accident or injury connected with use of the Goods and agrees, upon SELLER'S request, to cooperate with SELLER in investigating and determining the cause of the same. BUYER agrees to indemnify and hold harmless SELLER from and against any and all claims, suits, damages of any nature, losses, costs or expenses, including without limitation all fees and expenses of counsel and other professional advisors arising from use of any Goods or BUYER'S failure to comply with the Terms.

10. PERFORMANCE IN THE EVENT OF DEFAULT; NON-WAIVER OF DEFAULT: In addition to the rights and remedies conferred on SELLER by law and the Terms, SELLER will not be required to respond to or perform an Order (even if previously accepted) if BUYER is in default with respect to any other Order. If SELLER at anytime, in SELLER'S sole and absolute discretion, doubts BUYER'S ability to pay for Goods consistent with the Terms, SELLER may ship the Goods C.O.D. In the event of any default by BUYER under the Terms, SELLER may decline, in its sole and absolute discretion, to make further shipments of Goods to BUYER without in any way affecting its rights under the Terms. If, despite any default by BUYER, SELLER elects to continue to make shipments, SELLER'S actions shall not constitute a waiver of any default by BUYER or in any way affect SELLER'S remedies for such default under the Terms or otherwise.

11. CONFIDENTIALITY: All drawings, designs, specifications, manuals, programs and prices furnished to BUYER by SELLER shall remain the confidential and proprietary property of SELLER. All such information, except as may be found in the public domain, shall be held in strict confidence by BUYER and shall not be disclosed by BUYER to any third parties. As between BUYER and SELLER, all copyright interests in all material made available by SELLER shall remain in SELLER at all times, and BUYER waives any property or privacy rights BUYER may have with respect to all such information.

12. EMPLOYEES: BUYER agrees that neither it nor any of its affiliates will solicit for hire, hire or recommend for hire any employee of SELLER or any affiliate of SELLER during the period from SELLER's issuance of a Proposal until the first anniversary of the date on which Goods purchased pursuant to an Order are finally installed or Services obtained pursuant to an Order are fully provided. This Section 12 is a material inducement to SELLER to transact business with BUYER. This Section 12 shall cease to apply to any former employee of SELLER or an affiliate of SELLER on the date such employee has ceased to be employed by SELLER or an affiliate for six (6) months, and it shall not apply to the hiring of any employee of SELLER or an affiliate of SELLER whose initial contact with BUYER is such employee's response to a general public solicitation of employment applications by BUYER.

13. FORCE MAJEURE: SELLER shall not be responsible for nonperformance or late performance due to orders, regulations and/or ordinances by any government or governmental agency, act of God, war, terrorism, blockade, insurrection, mobilization, riots, fire, work stoppage, civil insurrection, flood, earthquake or any other circumstance beyond SELLER's reasonable control. Without limiting the preceding sentence, BUYER acknowledges that Goods originating from foreign countries are subject to export permit by the governmental authorities of the country from which such Goods originate.

14. REVISIONS: SELLER, in its sole and absolute discretion, may modify the Terms at any time and from time to time. The Terms as in effect at the time of SELLER's Acceptance shall govern the terms of sale of the Goods and Services contemplated by the Order so accepted, provided SELLER has provided BUYER with a copy of such Terms prior to or contemporaneously with the Acceptance.

15. SEVERABILITY: If any provision(s) of the Terms are held by any court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of the Terms shall not be rendered invalid or unenforceable as a result thereof.

16. APPLICABLE LAW; VENUE: The Terms are governed by, and shall be construed in accordance with, the law of the State of Connecticut without reference to the conflict of laws principles thereof. BUYER and SELLER agree that the State and Federal courts sitting in the City of Hartford, Connecticut shall be the exclusive forums for resolving any dispute pertaining in any way to their dealings, the Terms, any Goods or any Services. BUYER consents to the jurisdiction of such courts and agrees that any such court is a convenient forum for the resolution of any such dispute, and agrees that it may be served with process for any suit in any such court by first class registered mail, return receipt requested and postage pre-paid, sent to BUYER at its address identified in an Order or by any other lawful means. BUYER acknowledges that Connecticut is the headquarters state of SELLER's parent entity, and that this Section 16 is a material inducement to SELLER to transact business with BUYER.

17. NO DELEGATION OR ASSIGNMENT: BUYER may not assign or delegate any of its rights or obligations under or in connection with the Terms or the Order without the prior written consent of SELLER, and any purported assignment or delegation in violation of this sentence shall be void ab initio, without force or effect, and a material violation of the Terms by BUYER.

Acknowledged and agreed as of the date indicated below:

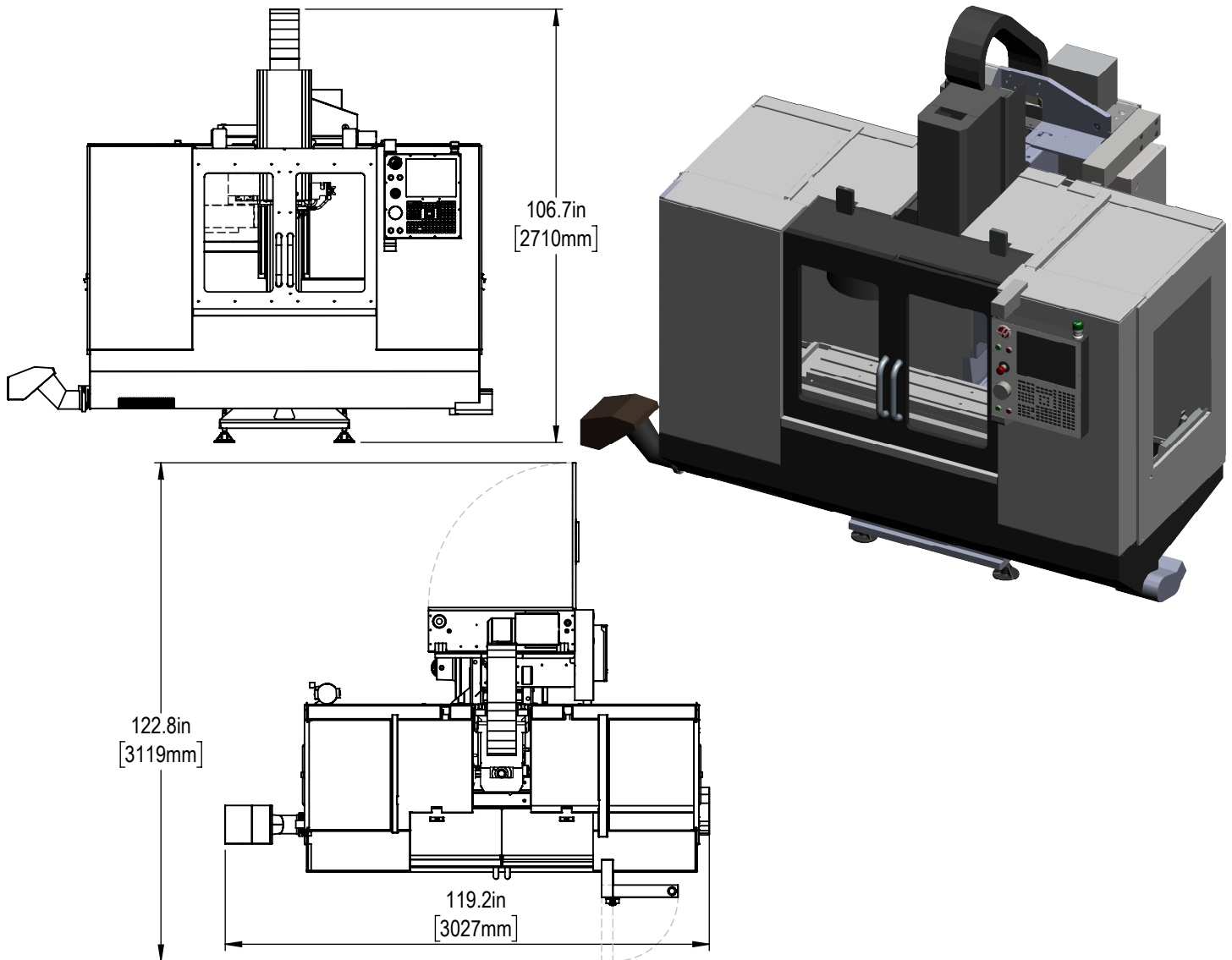
Proposal Number: \_\_\_\_\_

BUYER: \_\_\_\_\_

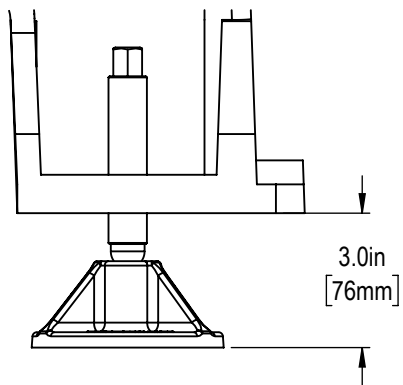
Name of Signer: \_\_\_\_\_ Date \_\_\_\_\_

Title of Signer: \_\_\_\_\_

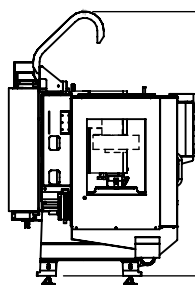
Installed Dimensions



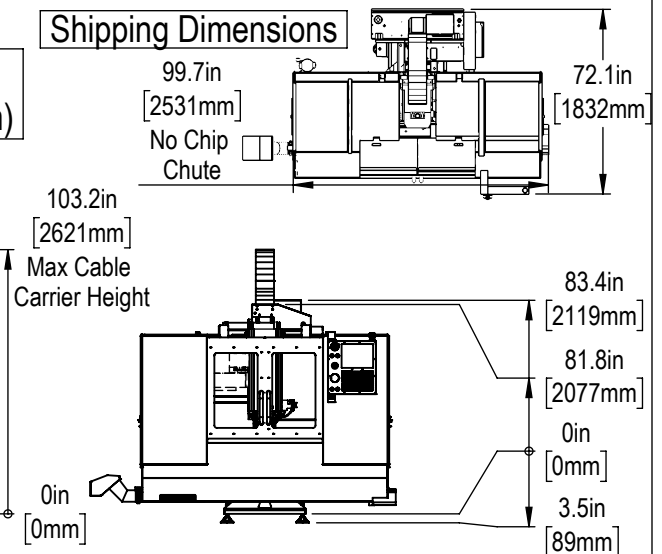
Leveling Pad Height



Machine Lowest at 79.5" (2019mm)

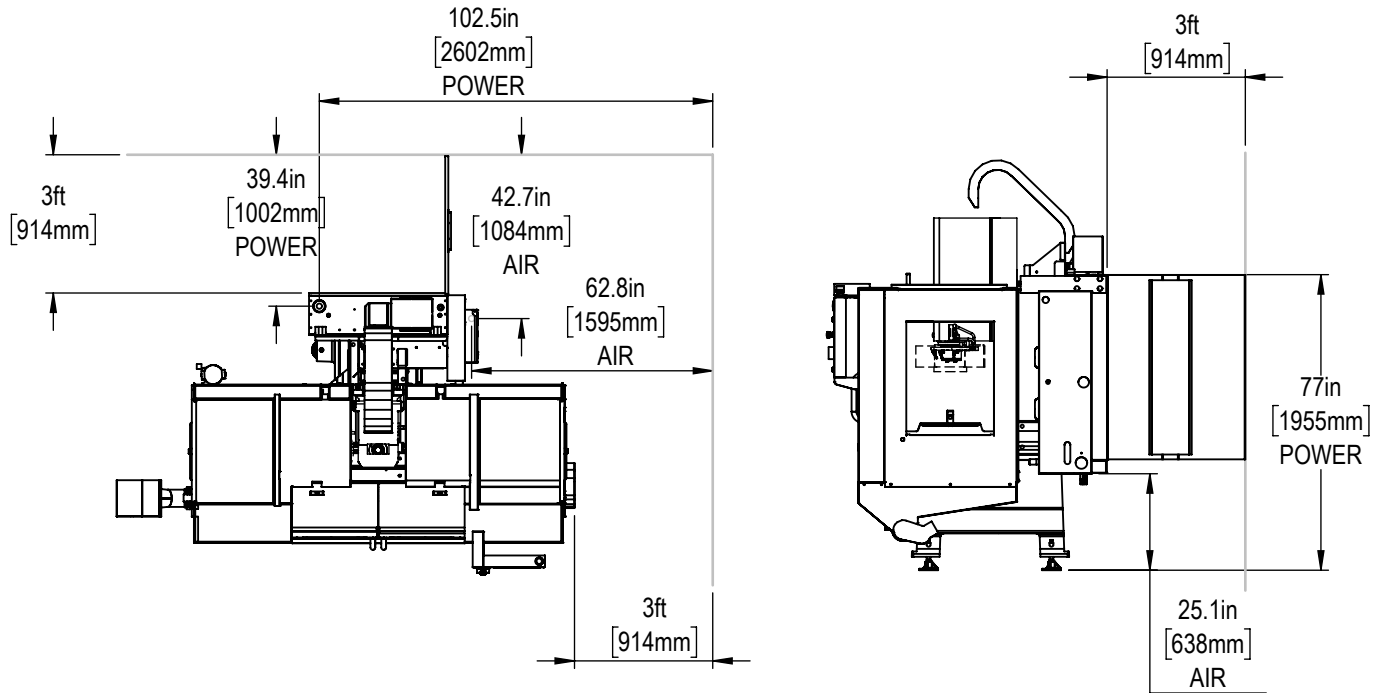


Shipping Dimensions

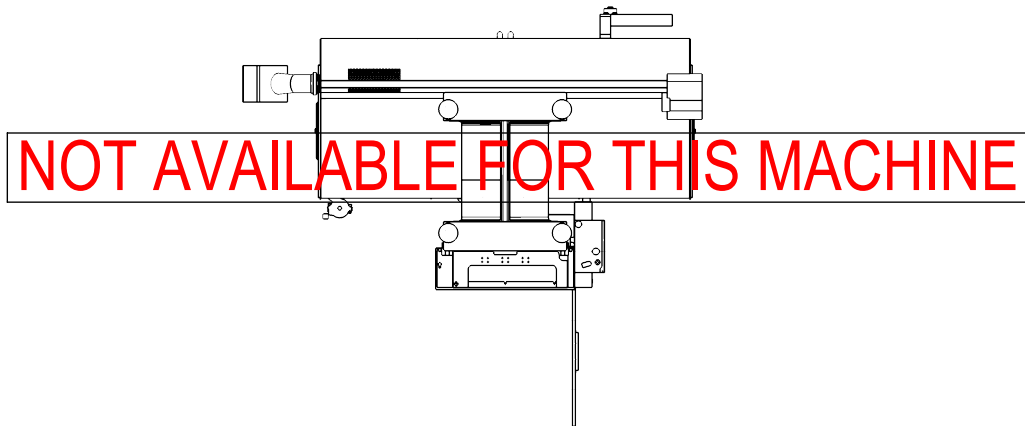


\*All Height Dimensions Based on Suggested Leveling Pad Height

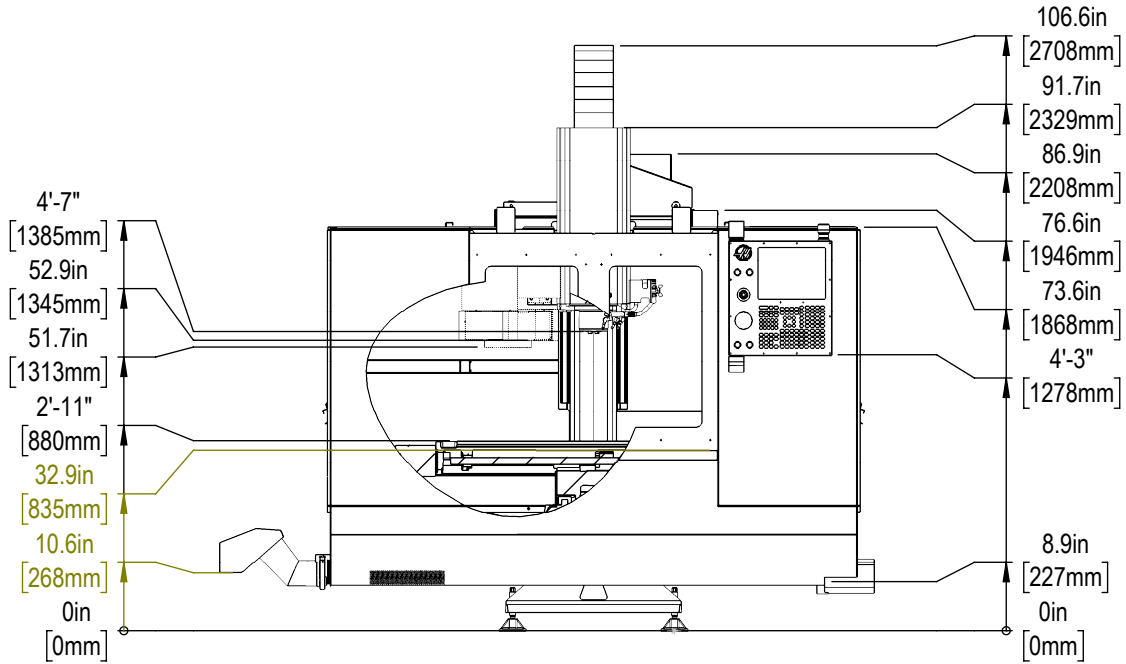
Air & Power



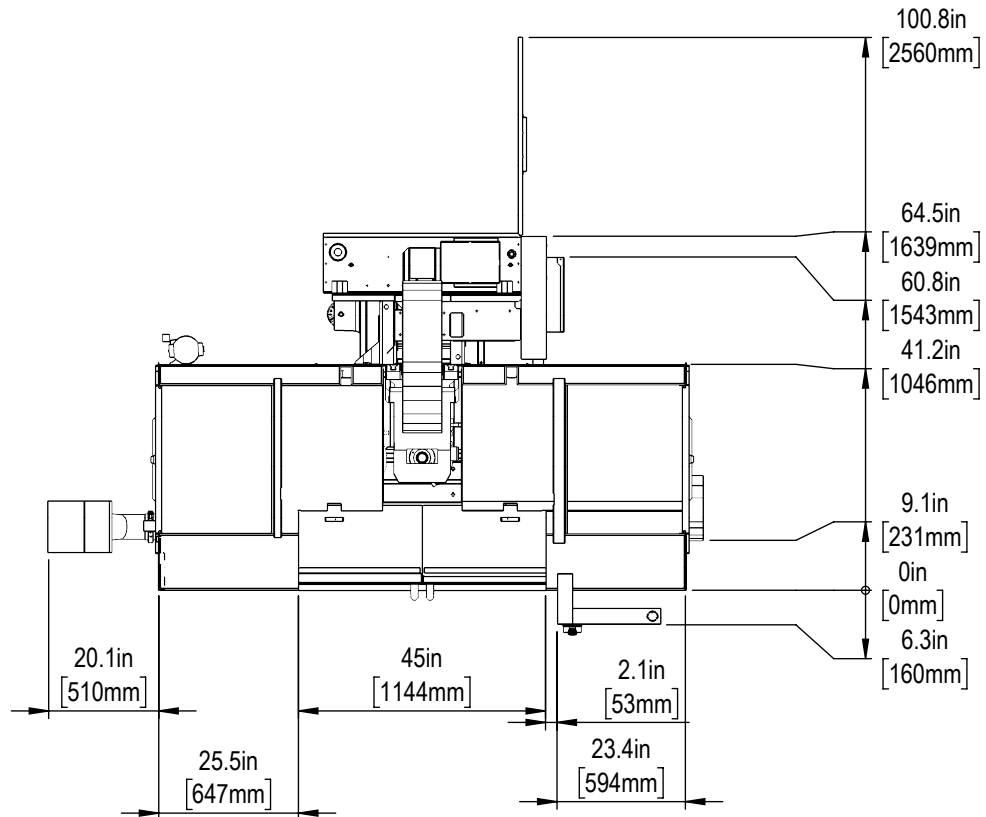
Anchor Pattern



Height Breakdown

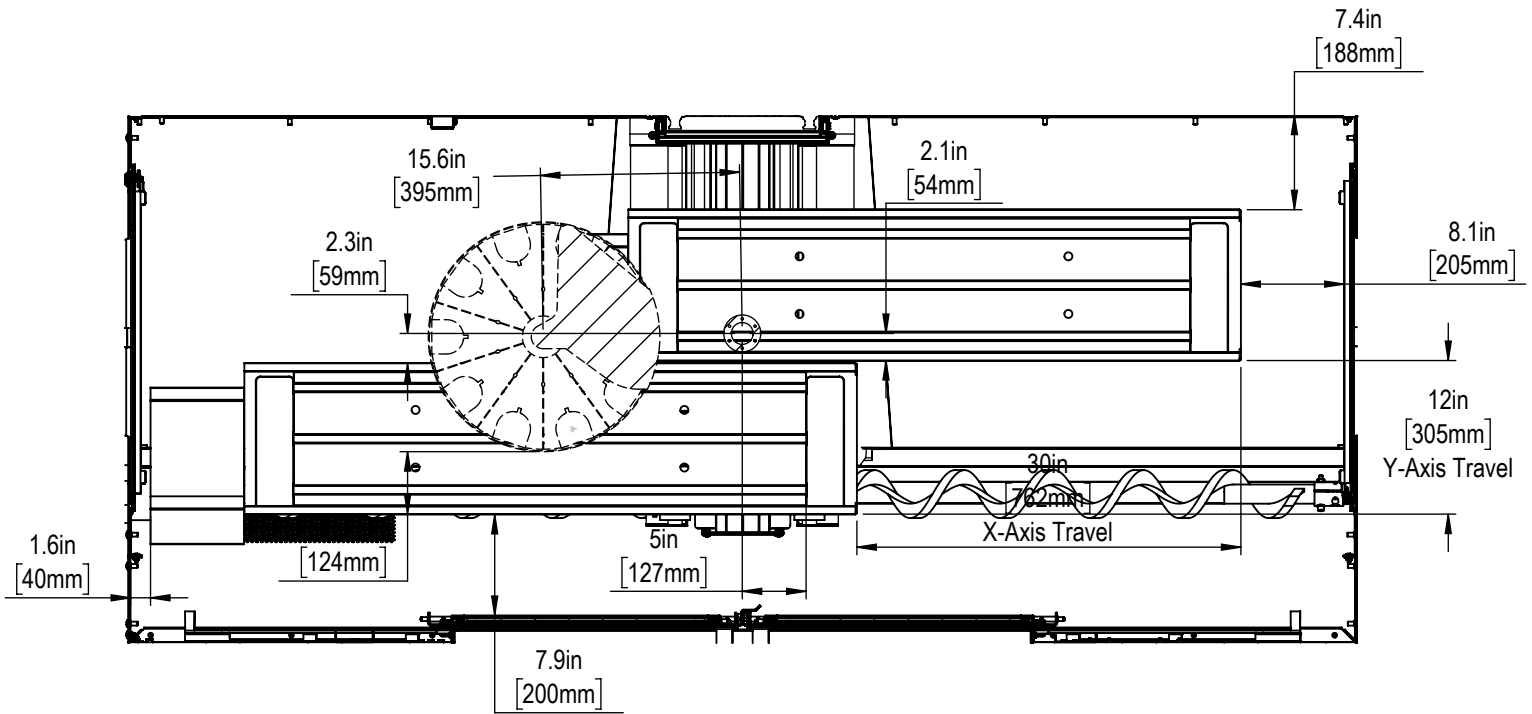


Width Breakdown

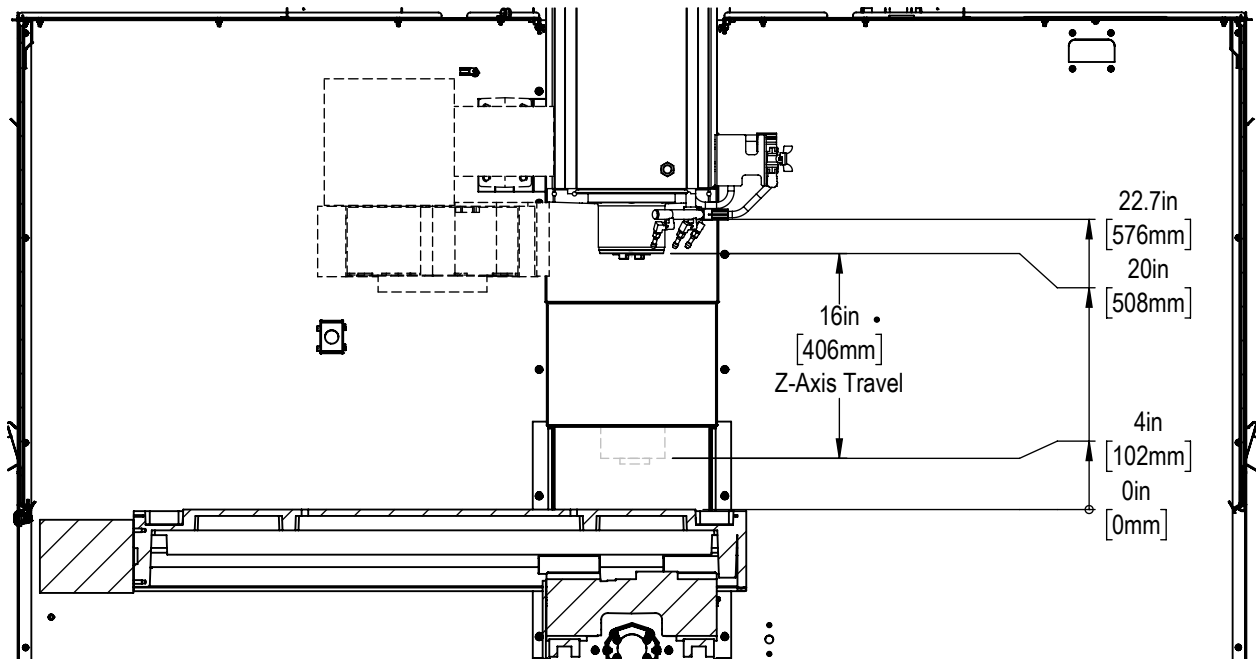


Maintain 3 feet [915mm] clearance to the nearest obstruction around all sides of machine perimeter for maintenance access

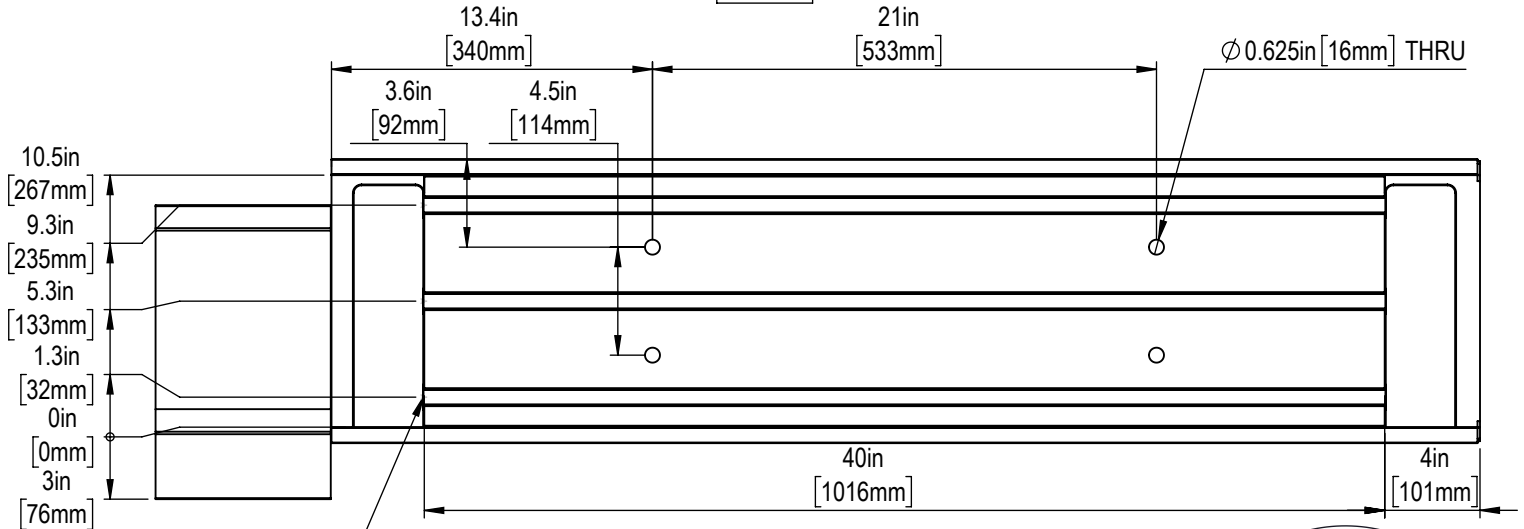
X&Y-Axis Travel



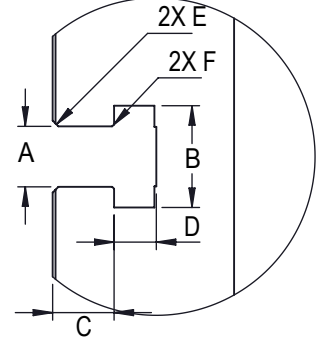
Z-Axis Travel



Table

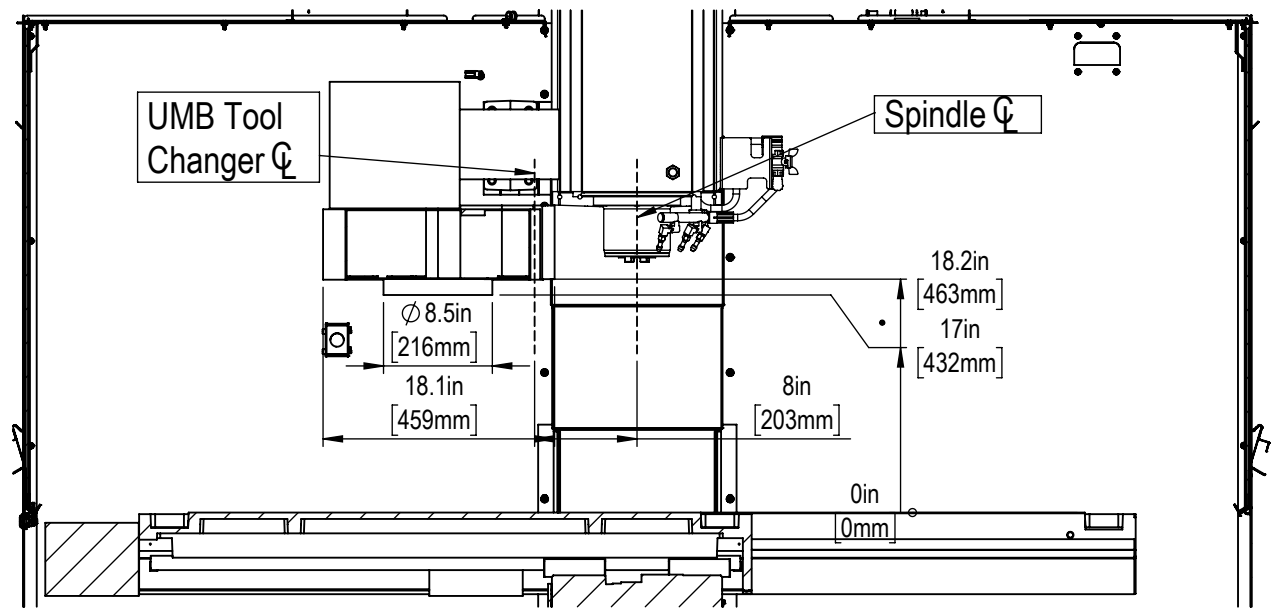


16mm T-Slots



Slot Size	A	B	C	D	E	F
12mm	$0.438 \begin{smallmatrix} +.002 \\ -.000 \end{smallmatrix}$	$0.76 \pm 0.02$	$0.310 \pm 0.010$	$0.318 \pm 0.010$	$0.03 \times 45^\circ$	$0.020 \times 45^\circ$
16mm	$0.628 \pm 0.002$	$1.06 \pm 0.02$	$0.640 \pm 0.010$	$0.420 \pm 0.010$	$0.06 \times 45^\circ$	$0.020 \times 45^\circ$

Tool Changer



## CHECK LIST FOR ALDERMANIC SUBMISSIONS

<b>X</b>	Cover Letter
<b>X</b>	Resolutions/ Orders/ Ordinances (NOTE: If you are submitting any item to the State you must write a Resolution)
<b>X</b>	Prior Notification Form
<b>X</b>	Fiscal Impact Statement - Should include comprehensive budget
<b>X</b>	Supporting Documentation (if applicable)
<b>X</b>	E-mailed Cover letter & Order

### IN ADDITION [IF A GRANT]:

	Notice of Intent
	Grant Summary
	Executive Summary (not longer than 5 pages without an explanation)

**Date Submitted:** December 15<sup>th</sup>, 2023

**Meeting Submitted For:** January 2<sup>nd</sup>, 2024

**Regular or Suspension Agenda:** Regular

**Submitted By:** Laura E. Brown, Director, City Plan Dept.

**Title of Legislation:**

PETITION TO AMEND THE NEW HAVEN ZONING ORDINANCE TEXT OF SECTION 22: ACCESSORY DWELLING UNITS INCLUDING REMOVING THE OWNER OCCUPANCY REQUIREMENT, ALLOWING DETACHED AND ATTACHED ADUS OUTSIDE OF THE EXISTING BUILDING ENVELOPE, ELIMINATING THE MINIMUM LOT SIZE REQUIREMENT AND AMENDING SETBACK REQUIREMENTS FOR ADUS

**Comments:** Legistar File ID: OR-2023-0047

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**Coordinator's Signature:** \_\_\_\_\_

**Controller's Signature (if grant):** \_\_\_\_\_

**Mayor's Office Signature:** \_\_\_\_\_

Call (203) 946-7670 or email [bmONTALVO@newhavenct.gov](mailto:bmONTALVO@newhavenct.gov) with any questions.

\*\*PLEASE NOTE CLEARLY IF UC (UNANIMOUS CONSENT) IS REQUESTED\*\*





NEW HAVEN CITY PLAN DEPARTMENT  
165 CHURCH STREET, NEW HAVEN, CT 06510  
TEL (203) 946-6378 newhavenct.gov/cityplan

December 15, 2023

Honorable Tyisha Walker-Myers, President  
Michael B Smart, City Clerk  
Board of Alders of the City of New Haven  
165 Church Street  
New Haven, CT 06510

**RE: ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN TO AMEND THE NEW HAVEN ZONING ORDINANCE SECTION 22: ACCESSORY DWELLING UNITS INCLUDING REMOVING THE OWNER OCCUPANCY REQUIREMENT, ALLOWING DETACHED AND ATTACHED ADUS OUTSIDE OF THE EXISTING BUILDING ENVELOPE, ELIMINATING THE MINIMUM LOT SIZE REQUIREMENT AND AMENDING SETBACK REQUIREMENTS FOR ADUS**

Dear President Walker-Myers and Mr. Michael Smart;

The City Plan Department of the City of New Haven is pleased to present you and the honorable members of the Board of Alders with this Petition/Application to update the current ordinance regarding Accessory Dwelling Units (ADUs) through a text amendment to the zoning ordinance. This proposal implements the previously envisioned components of Phases 2 and 3 as presented to the Board of Alders in 2021. New Haven has led the state on reforms including the ADU Ordinance and Inclusionary Zoning Ordinance that reduce barriers to housing creation. This proposal represents an important next step toward the City's goal of creating more affordable, accessible housing options while preserving the fabric of our historic neighborhoods and building equity and income streams for property owners.

When the current ADU ordinance was initially adopted in 2021, it was envisioned as the first phase toward more comprehensively reducing barriers to ADU creation. The first iteration of the ordinance restricts as-of-right ADUs to those in which either the ADU or the principal structure is occupied by the property owner and allows ADUs only within the envelope of existing buildings. Examples of ADUs that are currently as-of-right include converting a third floor into a new unit, fitting out a basement unit or converting an existing garage into a unit. If approved, the currently proposed text amendment will implement Phase 2 by removing the owner occupancy requirement for ADUs, as well as Phase 3 by expanding the ordinance to allow detached and attached ADUs outside of the building envelope of existing structures. We are further proposing to eliminate the minimum lot size for ADUs, and align ADU setbacks with those of "accessory structures." We are proposing no change to the zones where ADUs are permitted: RM-1, RM-2, RS-1 and RS-2 zones.

This proposal is informed by limited data we have collected regarding the effectiveness of the current ADU Ordinance in creating new housing since 2021. The City Plan office has documented the creation of 11 ADUs having been permitted since the passage of the ADU Ordinance, but all have required

additional relief before the Board of Zoning Appeals. The ADU Ordinance in its current form resulted in no new housing units built as-of-right. This is consistent with experiences of other municipalities that have implemented ADU ordinances where owner occupancy<sup>i</sup>, design restrictions, and regulatory processes<sup>ii</sup> are documented barriers to new housing creation through ADUs.

In addition to lifting the owner occupancy requirement and allowing ADUs outside of the existing building envelopes, this proposed text change also includes eliminating the minimum lot size for ADUs and aligns the setback standards with those of ‘accessory buildings’ while maintaining compliance with building and fire codes. These measures will reduce known regulatory barriers to building housing on small, currently non-conforming lots. An additional 4,258 parcels in RM and RS zones under 4,000 square feet would become eligible to create ADUs (18% of 23,370 parcels) if the proposed ADU meets all other dimensional requirements. The dimensional guidelines proposed in this phase support cohesive integration of ADUs within existing neighborhoods including height restrictions, prohibiting ADUs in front yards, and prohibiting subdivision of parcels with an ADU.

In other cities, zoning-based reforms supporting housing creation have significantly tempered rental increases. (New Haven has experienced a staggering 30% increase in rents between 2017 and 2023<sup>iii</sup> and nearly 58% of all renters are “cost burdened.”<sup>iv</sup>) ADUs in particular provide opportunities for elderly homeowners to stay in their homes with an additional income stream and open more affordable opportunities for small households or single people. The initial recommendation to allow ADUs in the New Haven Zoning Ordinance (NHZO) emerged from the work of the Affordable Housing Task Force (AHTF), recognizing the need for more housing options at all scales and in all neighborhoods. They stated in 2021: *“The Board of Alders, on the advice of the City Plan Commission and its Staff, should implement zoning changes to permit a wider range of affordable housing options including expanded permitting of rooming houses, allowance for accessory dwelling units, ease minimum lot area requirements; increase in density allowances and more.”* The recommendations to remove barriers to ADU creation are also in alignment with the 2023 “Breaking Ground” policy report by Elm City Communities which recommends eliminating parking requirements, shrinking the minimum lot size, and ending owner-occupancy restrictions for ADUs, the Regional Plan Association’s [“Be My Neighbor” Report](#)<sup>v</sup> and the AARP’s [Future of Housing Report](#).<sup>vi</sup> This is also consistent with Public Act 21-29 passed by the Connecticut Legislature in 2021 which directed that municipalities must allow one Accessory Dwelling Unit (ADU) alongside or within a single-family house, according to existing lot coverage and setback rules for single-family homes, without the need for a public hearing or special permit.

It is with great pleasure that I offer this zoning update for consideration, and our department looks forward to presenting this application to you and the Board of Alders.

Very best,



Laura Brown, Executive Director

CC: Albert Lucas, Director of Legislative Services

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- <sup>i</sup> Lemar, A.S. (2022). How owner-occupancy regulations are contributing to the housing crisis. Brookings. Retrieved from <https://www.brookings.edu/articles/how-owner-occupancy-regulations-are-contributing-to-the-housing-crisis/>
- <sup>ii</sup> Volker & Handy. (2022). Exploring Homeowners' Openness to Building Dwelling Units in the Sacramento Metropolitan Area. Retrieved from <https://www.tandfonline.com/doi/full/10.1080/01944363.2022.2036222>
- <sup>iii</sup> Viederman, W. (2023). Breaking Ground Solutions to Advance Housing Affordability in New Haven. Elm City Communities. Retrieved from <https://elmcitycommunities.org/breaking-ground-report-2023/>
- <sup>iv</sup> South Central Regional Council of Governments (2021). 2021 Housing Snapshot City of New Haven. Retrieved from <https://scrcog.org/wp-content/uploads/2021/10/New-Haven-SCRCOG-Housing-Factsheets-2021.pdf>
- <sup>v</sup> Regional Plan Association. Be My Neighbor. Retrieved from <https://rpa.org/work/reports/be-my-neighbor>
- <sup>vi</sup> AARP. FUTURE OF HOUSING Addressing Housing Challenges Across the U.S. for Aging Communities. Retrieved from <https://futureofhousing.aarp.org/>

..title

PETITION TO AMEND THE NEW HAVEN ZONING ORDINANCE TEXT OF SECTION 22: ACCESSORY DWELLING UNITS INCLUDING REMOVING THE OWNER OCCUPANCY REQUIREMENT, ALLOWING DETACHED AND ATTACHED ADUS OUTSIDE OF THE EXISTING BUILDING ENVELOPE, ELIMINATING THE MINIMUM LOT SIZE REQUIREMENT AND AMENDING SETBACK REQUIREMENTS FOR ADUS

..body

WHEREAS, in accordance with the provisions of 1925 Special Act No. 490, Section 5, Article XIII, Sections 2A-2F and Article VII of the Charter of the City of New Haven (the “Charter”) and Section 64(d)(1) of the New Haven Zoning Ordinance, the City Plan Department of the City of New Haven, which serves as staff to the New Haven City Plan Commission (“City Plan”), filed with the New Haven City Clerk for transmission to the Board of Alders of the City of New Haven (the “Board of Alders”) a Petition (the “Petition”) requesting that the Board of Alders adopt text amendments to the Zoning Ordinance with regards to removing the owner occupancy requirement for ADUs, expand the ordinance to allow detached and attached ADUs outside of the building envelope of existing structures, eliminate the minimum lot size for ADUs, and align ADU setbacks with those of “accessory structures” in accordance with the text amendments which are more particularly described in Schedule A attached (the “Text Amendments”); and

WHEREAS all citizens of the City of New Haven should have access to a variety of safe, quality, affordable housing choices in all neighborhoods; and

WHEREAS the City of New Haven recognizes the need for a variety of strategies and zoning updates to address the complex issue of affordable housing; and

WHEREAS, the City should be a regional, statewide, and national model advocate for developing innovative strategies and approaches to addressing affordable housing needs; and

WHEREAS, amending the ADU ordinance by removing the owner occupancy requirement, allowing detached and attached ADUs outside of the existing building envelope for both principal and accessory structures, eliminating the minimum lot size requirement, and amending the setback requirements will allow for 4,258 additional parcels within the permissible zoning districts to become eligible for ADU development; and

WHEREAS, the further implementation of the ADU ordinance was a recommendation of the Affordable Housing Task Force and the Elm City Communities “Breaking Ground” policy report; and

WHEREAS, City Plan submitted sufficient plans, information, and related supporting materials; and

WHEREAS, pursuant to Article XIII, Section 2E of the Charter, the Board of Alders referred the Petition to the New Haven City Plan Commission for a public hearing; and

WHEREAS, on XXX, 2024, the City Plan Commission held a public hearing on the Petition after providing due notice of such hearing in accordance with the provisions of law; and

WHEREAS, on XXX, 2024,, the City Plan Commission rendered an advisory report to the Board of Alders after considering the factors set forth in Article VII of the Charter and Sections 64(d)(2) of the Zoning Ordinance recommending approval of the Petition, CPC Report No. X X X X ; and

WHEREAS, on XXX, 2024,, the Affordable Housing Commission held a public hearing on the Petition after providing due notice of such hearing in accordance with the provisions of law; and

WHEREAS, the Board of Alders finds that the Text Amendments and their provisions are in accordance with the Comprehensive Plan of Development of the City and are consistent with the land uses and the zoning classifications of neighboring parcels and with the standards set forth in Article XIII, Sections 2B through 2E of the Charter; and furthers the goals of increasing affordable housing choices through-out the city and

WHEREAS, the Board of Alders further finds that after public notice, hearing, and due comment from the public, interested parties, and the various agencies of the City of New Haven, including, without limitation, the Department of Transportation, Traffic and Parking, the Engineering Department, and the Office of Building, Inspection and Enforcement that the Text Amendments meet the objectives set forth in Zoning Ordinance, Article VII, Section 64(d) in that the Text Amendments are responsive to changes that have taken place in the City and in patterns of construction and land use, the supply of land and its peculiar suitability for various purposes, the purposes of zoning and the comprehensive plan of the City of New Haven.

NOW, THEREFORE BE IT ORDAINED by the Board of Alders of the City of New Haven that the Text Amendments are hereby adopted with the modifications of the existing zoning requirements requested by City Plan as described in Exhibits A and B attached hereto and made a part of this Ordinance.

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## Section 22. Accessory Dwelling Units.

Accessory Dwelling Units are permitted within the RS-1, RS-2, RM-1, and RM-2 Zoning Districts and subject to the regulations of this Section and the bulk regulations of the subject zone if not expressly modified by this section.

- A. PURPOSE AND INTENT.
  - a. Create new housing units while respecting the look and scale of neighborhood patterns of development.
  - b. Increase affordable housing choices especially for very low-income residents.
  - c. Support more efficient use of existing housing stock and infrastructure.
  - d. Offer environmentally friendly housing choices with less average space per person and smaller associated carbon footprints.
  - e. Provide housing that responds to changing family needs, smaller households, and increasing housing costs; and
  - f. Provide accessible housing for seniors and persons with disabilities.
- B. APPLICABILITY. Accessory dwelling units are allowed in the following zone districts: (RM-1, RM-2, RS-1, and RS-2, subject to the provisions of this section.
- C. UNDERLYING ZONING AND DENSITY. Unless specifically addressed in this section, accessory dwelling units (ADUs) are subject to the regulations for a principal building and accessory buildings of the underlying zone district with regard to lot and bulk standards (e.g., height, setback/yard requirements, building coverage).
  - 1. Where permitted pursuant to this Section 22, one accessory dwelling unit may be permitted on a lot in addition to the principal single-family or multi-family dwelling. Other permitted accessory buildings or uses, not intended for residential use, may be allowed in addition to the principal single-family or multi-family dwelling. If, with the addition of an ADU, the total number of residential dwelling units exceeds four a special exception is required.
  - 2. Accessory dwelling units shall be subject to the bulk standards applicable to the principal dwelling on the property except as provided below in Section E. Dimensional Standards An existing accessory structure whose height or setback(s) does not meet the requirements for a dwelling in the zoning district may be converted into an ADU, but the structure may not be altered in any manner that would increase the degree of non-compliance and maintain consistency with building and fire code standards.
  - 3. If an existing accessory structure is deemed inappropriate for conversion, a new accessory dwelling unit may be constructed within the Building Envelope Dimensions of the existing structure. The Delay of Demolition Ordinance applies for contributing historic structures.
  - 4. Accessory dwelling units shall not be considered a unit of density and therefore are not included in the density calculation for a single-family residential property.
  - 5. There shall be no minimum required off street parking for an ADU.
- D. METHODS OF CREATION.
  - 1. An ADU may be created: within the Building Envelope of an existing principal structure; within the Building Envelope of an existing accessory structure; through new construction of an accessory structure; through construction of an addition to the principal structure; or through

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construction of an addition to an existing accessory structure. An ADU shall conform to Dimensional Standards in Section E below and all other requirements of this Section 22.

E. DIMENSIONAL STANDARDS.

1. Applicable to Attached and Detached Accessory Dwelling Units

- a. Lot Coverage: Any Property with an ADU shall comply with all Building coverage standards applicable to the Zoning District in which the Property is located.
- b. Distance between buildings: The minimum horizontal distance between two accessory structures shall be 5 feet. The minimum distance between an accessory structure and a principal structure is 0.5 feet for each foot of average building height of the taller of the two structures. In no event shall the distance be less than 5 feet.
- c. Floor Area: The floor area of an ADU shall not exceed the floor area of the primary dwelling unit located within the principal structure. Where multiple dwelling units exist within the principal structure, the ADU shall not exceed the average gross floor area of all units. In no event shall an ADU exceed a maximum gross floor area of 1,200 square feet.
- d. Living Area: an ADU shall have a minimum livable area of not less than 400 square feet.
- e. Height: The height of an ADU shall not exceed the height of an existing principal structure.
- f. Setbacks: No ADU shall be located within any required front yard. In no case shall a new construction ADU, or addition to an existing principal or accessory structure be built within 5 feet of any lot line.
- g. Compliance with requirements of a Local Historic District: For any Property located in a Local Historic District and visible from any public road or way, a certificate of appropriateness, issued by the Historic District Commission is required.

F. ADMINISTRATION AND APPROVAL.

1. Application Information. Prior to constructing an ADU, an owner shall file an application in a form approved by the City of New Haven Building Department. The information required on the applications for creating or legalizing an ADU shall be the same information that is required to construct a single-family dwelling unit. The application shall demonstrate that the proposed ADU:
  - a. Complies with all development and dimensional standards of this section.
  - b. Complies with applicable Building and Fire Safety Codes.
  - c. Does not have current Housing Code violations.
  - d. Water supply and sewage disposal facilities are adequate for the projected number of residents.
2. Occupancy and Use. Occupancy and use standards for an ADU shall be the same as those applicable to a primary dwelling on the same site.
3. Approvals the Building Official, City Plan, and Engineering Departments shall evaluate the application for the proposed ADU for compliance with the standards of this subsection.
4. City Plan Site Plan review exemption. An ADU, in accordance with Section 22, shall not require Site Plan review.

G. PROPERTY OWNERSHIP AND OCCUPANCY.

- 
1. No lot where an accessory dwelling unit has been established shall be transferred, or otherwise conveyed separately from the principal dwelling unit, nor shall the lot be subdivided to provide a separate lot for the accessory dwelling unit, such that the accessory dwelling unit would become a principal structure.

(Ord. No. 1918, Sched. A, 10-4-21)

Editor's note(s)—Ord. No. 1726, Sched. A, adopted Dec. 2, 2013, repealed former § 22 in its entirety which pertained to garden apartment buildings and derived from the 2003 republication of the zoning ordinance.

DRAFT



**FISCAL IMPACT STATEMENT**

**DATE:** December 15, 2023  
**FROM (Dept.):** City Plan Department  
**CONTACT:** Laura Brown [lebrown@newhavenct.gov](mailto:lebrown@newhavenct.gov)      **PHONE** (203) 946-6380

**SUBMISSION ITEM (Title of Legislation):**

**PETITION TO AMEND THE NEW HAVEN ZONING ORDINANCE TEXT OF SECTION 22: ACCESSORY DWELLING UNITS INCLUDING REMOVING THE OWNER OCCUPANCY REQUIREMENT, ALLOWING DETACHED AND ATTACHED ADUS OUTSIDE OF THE EXISTING BUILDING ENVELOPE, ELIMINATING THE MINIMUM LOT SIZE REQUIREMENT AND AMENDING SETBACK REQUIREMENTS FOR ADUS**

**List Cost:**      Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

	<b>GENERAL</b>	<b>SPECIAL</b>	<b>BOND</b>	<b>CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE</b>
<b>A. Personnel</b>	\$0	\$0	\$0	
1. Initial start up	\$0	\$0	\$0	
2. One-time	\$0	\$0	\$0	
3. Annual	\$0	\$0	\$0	
<b>B. Non-personnel</b>	\$0	\$0	\$0	
1. Initial start up	\$0	\$0	\$0	
2. One-time	\$0	\$0	\$0	
3. Annual	\$0	\$0	\$0	

**List Revenues:**      Will this item result in any revenues for the City? If Yes, please list amount and type.

NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>

- 1. One-time
- 2. Annual

**Other Comments:**



NEW HAVEN CITY PLAN DEPARTMENT  
165 CHURCH STREET, NEW HAVEN, CT 06510  
TEL (203) 946-6378 FAX (203) 946-7815

December 28, 2023

Board of Alders  
City Hall, 165 Church Street  
New Haven, CT 06510

Honorable Board of Alders:

In accordance with our customary procedure, the attached reports referenced below were considered by the City Plan Commission at its meeting of December 20, 2023, and are forwarded to you for your consideration:

**1634-03**      **PETITION TO AMEND THE NEW HAVEN ZONING ORDINANCE** Article V §§ 42 (Use Table), 43, 43.1, And 45 by adding, Transit-Oriented Development District pursuant to Conn. General Statutes §§ 13b-79o, Et. Seq., known as a Transit Oriented Community Zone, to the text of the New Haven Zoning Ordinance as a new zoning district.

**Submitted by:** New Haven Parking Authority

Advice: Denial

**1634-04**      **PETITION TO AMEND THE NEW HAVEN ZONING MAP** (Maps #16 and #12) to change the designation of approximately 7.33± acres of land located at 170 Union Avenue (M-B-P 237/1300/00200) from B-E (Wholesale and Distribution) to a Transit-Oriented Development zoning district classification, known as a Transit-Oriented Community Zone.

**Submitted by:** New Haven Parking Authority

Advice: Denial

**1642-08**      **RESOLUTION OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE MAYOR TO SIGN A MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION WITH THE CONNECTICUT DEPARTMENT OF TRANSPORTATION FOR A TEN-YEAR PERIOD**

**Submitted by:** Giovanni Zinn, PE, City Engineer

Advice: Approval

**1642-09**      **RESOLUTION OF THE NEW HAVEN BOARD OF ALDERS RESOLUTION OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (CT DEEP) AND SIGN ANY ASSOCIATED STATE AGREEMENTS, AGREEMENTS WITH CONTRACTORS AND OTHER DOCUMENTS THAT MAY BE DESIRABLE OR NECESSARY, INCLUDING ANY SUBSEQUENT AMENDMENTS TO AGREEMENTS, CONCERNING THE 2023 STATE DIESEL EMISSIONS REDUCTION ACT (DERA) FOR THE PURCHASE OF AN ELECTRIC REFUSE VEHICLE**

**Submitted by:** Steven Winter, Executive Director, Office of Climate and Sustainability

Advice: Approval

Respectfully submitted,

Laura E Brown  
Executive Director, City Plan Department



## NEW HAVEN CITY PLAN COMMISSION ADVISORY REPORT

**RE:** RESOLUTION OF THE NEW HAVEN BOARD OF ALDERS AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (CT DEEP) AND SIGN ANY ASSOCIATED STATE AGREEMENTS, AGREEMENTS WITH CONTRACTORS AND OTHER DOCUMENTS THAT MAY BE DESIRABLE OR NECESSARY, INCLUDING ANY SUBSEQUENT AMENDMENTS TO AGREEMENTS, CONCERNING THE 2023 STATE DIESEL EMISSIONS REDUCTION ACT (DERA) FOR THE PURCHASE OF AN ELECTRIC REFUSE VEHICLE

**Submitted by:** Steven Winter, Director of Climate and Sustainability

**REPORT:** 1642-09

**ADVICE:** Approve.

### BACKGROUND

The Office of Climate & Sustainability will apply for grant funding under DERA for the purchase of an electric refuse vehicle, which would replace a diesel-powered refuse vehicle that is currently in operation. The 2021 Electrification Resolution calls on the City to electrify all municipal vehicles by the end of 2030. This electric refuse vehicle would be an important step toward upholding that commitment and meaningfully reduce the City's contribution to air pollution and smog. This reduction in air pollution, from vehicles that regularly circulate through our neighborhoods, has a direct impact on our residents who suffer from asthma and other respiratory illnesses.

Cars, trucks, and other mobile sources account for 36% of the carbon pollution and 67% of the smog-forming air pollution in Connecticut. Gasoline and diesel-powered vehicles along I-91 and I-95 have a severe impact on New Haven's air quality, leading Fair Haven, Downtown, and the Hill to see some of the highest rates of respiratory illness and heart disease in the state. To address this pollution, the U.S. Environmental Protection Agency (EPA) is allocating to Connecticut a minimum of \$425,846.00, authorized under the federal Diesel Emissions Reduction Act (DERA), for projects to reduce diesel pollution in the state.

With DERA funding and a federal incentive payment of \$40,000, the City can purchase an all-electric refuse vehicle at a cost slightly less than a new diesel vehicle. The electric refuse vehicle is also forecast to have decreased operational costs, such as reduced maintenance and fuel expenses. In the long term, in addition to the reduction in air pollution, the City will realize significant operational savings.

### PLANNING CONSIDERATIONS

In accordance with Title I, Article XIII, Section 2(A) of the New Haven Code of Ordinances states, **"Every Ordinance or Resolution of the Board of Alders relating to the location and use of any street, bridge, boulevard, esplanade, square, park, playground, playfield, aviation field, parking space, public building, [grant funding], the facilities or terminals of any public utility, or the**

**establishment or change in the boundaries of or regulations concerning zoning, shall be at once referred to the City Planning Commission and final action shall not be taken on any such Ordinance or Resolution until the commission shall have reported thereon, provided that the Board of Alders may establish by ordinance a period of not less than sixty (60) Days within which the commission shall file its report with the City Clerk and if no report is filed within such period the approval of the commission shall be presumed.”** Accordingly, the Board of Alders seeks guidance regarding the proposed amendment.

*The Board of Alder seeks guidance as to:*

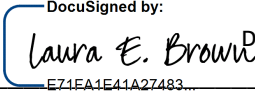
- Whether the proposal is aligned with the City’s Comprehensive Plan.
- The City’s Comprehensive Plan states, as a goal, to **“Reduce vehicle emissions.”**

**ADVICE**

The proposal is aligned with the City’s Comprehensive Plan because it:

- Reduces vehicle emissions (greenhouse gases and air pollutants with health impacts)
- Is a step toward improving air quality

**ADOPTED:** December 20, 2023  
Leslie Radcliffe  
Chair

**ATTEST:**  December 27, 2023 | 1:49 PM  
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 Laura E Brown  
 Executive Director, City Plan Department

# NEW HAVEN ENVIRONMENTAL ADVISORY COUNCIL

Laura Cahn, Chair --- Kathy Fay, Vice Chair --- Iris Kaminski, Secretary  
Frank Douglass, Jr. --- Board of Alders Representative  
Doreen Abubakar, Xochitl Garcia, Florestine Taylor

December 6, 2023

The Honorable Tyisha Walker-Myers, President  
New Haven Board of Alders  
City Hall  
165 Church Street, New Haven, Connecticut 06510  
(via email)

Re: Request for A Public Meeting to Discuss Lawn Pesticides and Artificial Turf

Madam President:

The Environmental Advisory Council requests that the Board of Alders hold a public meeting to discuss lawn pesticides and artificial turf. We have spent some years gathering facts concerning these two issues and would like to share them.

LAWN PESTICIDES - As you may recall, in 2017 the Board of Alders passed a resolution banning pesticides on lawns and gardens in our city. Unfortunately, they are still being used, though many of them have been proven ineffective and/or toxic. We know alders have concerns about lawn pesticides. At a recent CSEP hearing an alder asked about them. We would like to continue the discussion in more depth.

ARTIFICIAL TURF - New Haven has at least 10 artificial turf athletic playing fields (6 at Yale, 1 at SCSU, 1 each at Hillhouse and Wilbur Cross High Schools, 1 at Hopkins School). Hooker School is contemplating installing one on Whitney Avenue. Most artificial turf is contaminated with at least 12 carcinogens, including PFAS. The multi-layer plastic surface off-gases toxic chemicals and can measure up to 50 degrees Fahrenheit hotter than nearby soil. And it deteriorates and in 10 years or less and must be replaced. In addition, artificial turf requires detergents, pesticides, and water for maintenance.

We are concerned that New Haveners are being exposed to unnecessary airborne and waterborne toxins from lawn pesticides and artificial turf, which have detrimental effects on our health and environment.

Please contact Laura Cahn at [laurasline@sbcglobal.net](mailto:laurasline@sbcglobal.net) or 203/397-2338 (landline) with questions or concerns. Thank you for addressing pressing environmental issues.

Sincerely,

The New Haven Environmental Advisory Council

Environment and Human Health, Inc. pesticides and turf information <https://www.ehhi.org/>

ATTACHMENTS:

Avoiding Lawn & Garden Pesticides, Margaret Harvey, CT Dept of Health Epidemiologist  
PFAS Contamination, Anne Hulick, CT Director, Clean Water Action