



Greater New Haven Water Pollution Control Authority

260 East Street New Haven, CT 06511
203.466.5280 p 203 772.1564 f www.gnhwpc.com

**REGULAR MEETING OF THE
GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY
BOARD OF DIRECTORS
WEDNESDAY, JUNE 10, 2026 6:00 P.M.
260 EAST STREET
NEW HAVEN, CONNECTICUT**

AGENDA

1. Approval of minutes of May 13, 2026 – Regular Meeting.
2. Public participation relating to agenda items.
3. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver a task order with CSL Services, Inc. for professional services relating to flow and rain monitoring, data collection and duckbill inspection with respect to the Combined Sewer Overflow (CSO) outfalls, for an aggregate amount not to exceed \$253,096.20.
4. Consideration and approval of a resolution authorizing the Executive Director, Sidney J. Holbrook, to negotiate, execute and deliver the Software as a Service Agreement with Tyler Technologies, Inc. for financial management and accounting software for an initial one-year term commencing on July 1, 2026, for an aggregate amount not to exceed \$41,826.00.
5. Consideration and approval of a resolution updating the list of on-call sanitary sewer collection system repairs contractors to provide the Authority with on-call sanitary sewer repair services and authorizing the entering into of on-call contracts with each contractor, related to Project No. SSR 2026-01 Sanitary Sewer Collection System On-Call Repairs.
6. Consideration and approval of a resolution authorizing the write-off of \$165,768.51 of accounts receivable as uncollectable.
7. Consideration and approval of certain Departmental Budget Transfer Requests.
8. Executive Summary and department updates and presentations.

9. Consideration and approval, as necessary, of any other new business of the Authority.
10. Call to the public.
11. Adjournment.



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DATE: June 1, 2026
 TO: Sidney J. Holbrook, Executive Director
 FROM: Joseph Megale, Deputy Director of Operations
 RE: Task Order Recommendation
CSL Services, Inc.
Flow Monitoring Services for CSO Outfalls, CSO Outfall and Duckbill Inspection Services, and Rainfall Monitoring Services

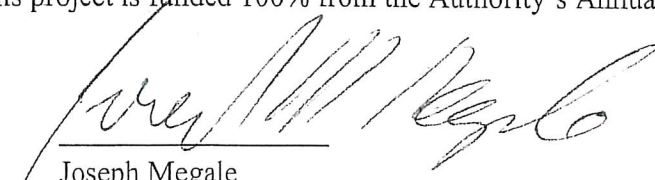
Sid:
 I request that the above-mentioned recommendation be added to the June 10, 2026 Board Meeting Agenda for resolution.

This request is to assist the Authority by providing professional services to provide flow monitoring, rainfall monitoring, and data collection to monitor flow contributions to the local waterways via the Authority's permitted Combined Sewer Overflow (CSO) outfalls.

I recommend approval for CSL Services, Inc. to assist the Authority by providing flow monitoring services at CSO outfalls, CSO Outfall and Duckbill Inspection Services, and Rainfall Monitoring Services in accordance with our Professional Services Agreement effective as of October 15, 2025. The total amount of these services shall not exceed Two Hundred Fifty-Three Thousand Ninety -Six Dollars and Twenty Cents (**\$253,096.20**) as follows:

CSO Outfall Monitoring	\$572.40 / Meter / Month – 30 Meters	\$ 206,064.00
CSO Outfall & Duckbill Inspection Svc	\$2,597 / Month	31,164.00
Rainfall Monitoring Svc	\$106 / Rain Gauge / Month - 3 Gauges	<u>3,816.00</u>
Sub -Total		<u>\$ 241,044.00</u>
+ 5% contingency		<u>\$12,052.20</u>
Total		\$253,096.20

This project is funded 100% from the Authority's Annual Operating Budget.



 Joseph Megale
 Deputy Director of Operations

e-copy: Gabe Varca, Director of Finance & Administration
 Lou Criscuolo, Deputy Director of Finance and Administration
 Tom Sgroi, Director of Engineering



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and

specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.

- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
2. **Ownership.**
 - 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement



any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.

- 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
- 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
- 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.

4.1. You may not:

- 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
- 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
- 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
- 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.

6.1. Audit & Compliance. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will

provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

- 6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
- 6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
- 6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.
- 6.5. *Password Security.* You are responsible for:
- 6.5.1. keeping your and your representatives' passwords secure and confidential;
 - 6.5.2. any account activity or access that occurs pursuant to you and your representatives' passwords, its account or IdPs; and
 - 6.5.3. notifying us of any unauthorized access to your account.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.
9. Maintenance and Support Services.
 - 9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
 - 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

- 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
 - 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
 - 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
- 9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
- 9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
- 9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
 - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
 - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. This Agreement is binding upon the Effective Date. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on July 1, 2026. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
 - 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
 - 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:

- 1.3.1. procure the right to continue its use;
- 1.3.2. modify it to make it non-infringing; or
- 1.3.3. replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY**

OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Performance Issues and Dispute Resolution.
 - 2.1. Notice. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
 - 2.2. Invoice Issues.
 - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
 - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
 - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
 - 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
 - 2.3. Dispute Resolution. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation,

then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
 - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of

your state or commonwealth of domicile, without regard to its rules on conflicts of law.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
22. Contract Documents. This Agreement includes the following exhibits:
 - Exhibit A** Investment Summary
 - Exhibit B** Invoicing and Payment Terms
 - Exhibit C** Service Level Agreement
 - Exhibit D** Third-Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Greater New Haven Water Pollution Control Authority, Connecticut

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:

Greater New Haven WPCA
260 East Street
New Haven, CT 06511
Attention: _____



Exhibit A Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:
 Quote Expiration:
 Quote Name:

Holly Choquette
 6/30/26
 School ERP Pro - SaaS Flip

Billing Address:
 Louis Criscuolo
 Greater New Haven Water Pollution
 Control Authority
 Attn: Lou Criscolo
 260 East Street
 New Haven, CT 06511
 Phone: +1 (203) 466-5265

Shipping Address
 260 East Street
 New Haven, CT 06511

Student Count:0 / Cost Center:0

Tyler SaaS

Description	Annual
School ERP Pro	
Accounting without Payroll	\$ 21,301
Accounts Receivable	\$ 2,769
Fixed Assets	\$ 5,178
Grant/Project Tracking	\$ 5,858
TOTAL:	\$ 35,106

Services

Description	Quantity	Price	Extended Price	Maintenance
School ERP Pro				

Project Management	16	\$ 120	\$ 1,920	\$ 0
Software Install Services	20	\$ 120	\$ 2,400	\$ 0
Implementation	20	\$ 120	\$ 2,400	\$ 0
Total:			\$ 6,720	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software		\$ 35,106
Total Annual		\$ 0
Total Tyler Services	\$ 6,720	\$ 0
Summary Total	\$ 6,720	\$ 35,106
Contract Total	\$ 41,826	

Comments

ACFR Statement Builder (Maintenance Fees): These fees are billed out separately and are not part of this SaaS Agreement. These Maintenance Fees will continue to be billed 7/1-6/30 each year.

All services quoted herein are assumed to be delivered remote unless otherwise stated.
SaaS includes up to 200GB of storage. Should additional storage be needed, it may be purchased at the current yearly storage rate in 200GB increments.

Accounting - General Ledger, Budgeting, Purchase Card, Check Manager, Bank Reconciliation, Revenue Accounting; Procurement & Payables; User Security & Administration; Financial State Reporting, Tyler U

Accounts Receivable - Customer data, product item definition, invoice printing, recording of payments by invoice, cash receiving and automatic posting to general ledger.

General Fixed Assets - Purchase price and related data imported from accounts payable, warranty information, GASB 34 depreciation, powerful data inquiry and reporting.

Grant Project Tracking - Provides multi-year tracking of grant/project revenues and expenditures.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

- o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

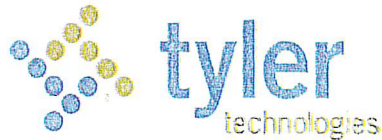


Exhibit B Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.
 - 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
 - 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
2. Tyler Services.
 - 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
 - 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
 - 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.



3. Hardware & Third-Party Products.
 - 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
 - 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
 - 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
 - 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless expressly stated otherwise, pricing for subsequent years will be at then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the software maintenance and support fees and if applicable, for annual "Disaster Recovery" and "Tyler Systems Management" services fees, prepaid for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit D Third-Party Terms

Third Party Verification Services Terms. Third Party Verification Services will be provided pursuant to the Equifax Verification Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case, found at <https://www.tylertech.com/client-terms/equifax-verification-terms-of-service>.

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DebtBook. Your use of DebtBook software and services is subject to the terms found here: [DebtBook End User License Agreement | Tyler Technologies](#). By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

DigEplan Pro. Your use of DigEplan is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEPlan, or accessing, installing, or using DigEplan, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the



terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms: Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/polco-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: <https://www.tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf>. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Greater New Haven Water Pollution Control Authority

260 East Street New Haven, CT 06511
203.466.5280 p 203 772.1564 f www.gnhwpca.com

MEMORANDUM

DATE: June 1, 2026

TO: Sidney J. Holbrook

FROM: Thomas Sgroi, PE
Director of Engineering

RE: Contract Award Recommendation
SSR 2026-01 Sanitary Sewer Collection System On-Call Repairs

Sid:

On Friday May 15th, 2026 the Authority received proposals to provide on-call sewer repair services as described in the invitation advertised on April 15th, 2026.

The Engineering Department reviewed the qualification proposals from 11 contractors. We reviewed each proposal based on professional qualification, staff, experience, and rate proposal. Selected contractors will be assigned work on a case by case basis matching contractor size, experience, and fees schedule that provide the most value to the Authority. The following is a snapshot of the qualification and experience with recommendations.

Blakeslee Arapaia Chapman, Inc. (Blakeslee)

Blakeslee is a General Contracting Company with 23 full time employees utilizing the union hall for an average of 80 union workers. Blakeslee operates out of locations in Branford and New Haven. Blakeslee provides engineered construction services in heavy highway, utility, and marine construction along with rigging services. Blakeslee has been in business in some form for over 150 years and has done a great job serving on the Authority's on-call for the last 8 years.

Burns Construction (Burns)

Burns is an asphalt, concrete and underground utility contractor with approximately 35 employees operating out of its Stratford CT home base. Burns specializes in utility installation and repair with clients such as Aquarion Water, CT Water, CNG, and many Town's in the Greater New Haven/Bridgeport area. Burns has done a great job completing many assignments on the Authority's on-call for the past 8 years.

C.H. Nickerson & Co. Inc. (Nickerson)

As a premier environmental general contractor based in Torrington, Connecticut, C.H. Nickerson & Co. Inc. brings decades of specialized experience and self-performing expertise to critical water and sewer infrastructure projects across New England. The firm is widely



GNHWPCA
Protecting the Environment

Greater New Haven Water Pollution Control Authority

260 East Street New Haven, CT 06511
203.466.5280 p 203 772.1564 f www.gnhwpc.com

recognized for its deep technical proficiency in executing complex, multi-million dollar upgrades and construction for municipal wastewater treatment plants, pumping stations, and combined sewer overflow (CSO) management systems, including GNHWPCA Projects. By leveraging an elite team of engineers and specialized field crews, C.H. Nickerson seamlessly handles everything from heavy concrete work and advanced process piping to the integration of state-of-the-art filtration, chemical treatment, and solids handling technologies. Their long-standing track record of delivering highly efficient, compliant, and structurally resilient infrastructure makes them a trusted partner for municipalities seeking to modernize their collection and treatment networks.

C.J. Fucci, Inc. (Fucci)

Fucci has been long established from years prior to regionalization as a local on-call sewer contractor for both the City of New Haven and the Authority. Fucci employs between 50 and 70 people operating out of its New Haven home base. Fucci excels at open cut deep excavations and has been the Authority's on-call emergency contractor under the old format since 2005. Fucci continues to provide and has always provided excellent work for the Authority.

Genovesi Construction LLC (Genovesi)

Genovesi, based in Tolland, Connecticut, is a highly regarded contractor specializing in comprehensive site development and complex utility infrastructure. Genovesi possesses deep expertise in the installation, replacement, and modernization of vital water and sewer infrastructure—ranging from massive water main replacement projects in dense, utility-congested urban corridors to extensive shoreline sanitary sewer collection systems and force mains. Genovesi's prior experience shows they are capable of completing deep sewer repairs safely and efficiently under demanding logistical conditions.

Insituform Technologies, LLC (Insituform)

Insituform stands as the global pioneer and undisputed authority in trenchless pipeline rehabilitation. The company fundamentally transformed the underground utility industry in 1971 when its founder invented Cured-in-Place Pipe (CIPP) technology. Insituform is a full-service rehabilitation company offering the widest range of sewer rehabilitation services including CIPP lining, sanitary sewer cleaning, CCTV inspection, manhole rehabilitation, lateral cleaning and sewer lateral lining. Insituform has completed CIPP lining on numerous projects in New England, including several thousand feet of pipes in our service area as a GNHWPCA contractor.

John J. Brennan (Brennan)

Brennan is a 125-year-old family-run construction corporation with a long history of work in the areas of highway, bridge, excavating and sitework within the State of CT. Its Shelton, CT based operation employs approximately 110 managers, engineers and skilled workers. In addition to providing excellent work on the Authority's On-call the past 8 years, Brennan has



Greater New Haven Water Pollution Control Authority

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also performed an impressive list of projects for clients such as Aquarion Water, the CT Dept of Transportation, Towns of North Haven, Middletown and Bridgeport to name a few.

Laydon Industries, LLC (Laydon)

Laydon has a long history of construction services for both the Authority and the City of New Haven. Similar to Fucci, Laydon employs between 50 and 70 people operating out of its New Haven home base. Laydon performs not only trenching and excavating work but also provides a variety of related services for clients such as United Illuminating, CT Water, the MDC and the CT Dept of Transportation to name a few. Laydon provided excellent work for the Authority under the on-call contract for the past 8 years.

National Water Main Cleaning Company (National WM)

National WM has a long history of work with the Authority both as a sewer cleaning prime contractor and subcontractor to many area repair and lining contractors. Recently National WM has been utilized to perform confined space brick and mortar repairs to manholes and regulators through our sewer cleaning operations contract. This work has become extremely beneficial in areas where we can avoid costly digging to repair sewers and manholes. National WM provides unique skills that translate to cost saving value to the Authority and has been an asset on the on-call contract for the past 8 years.

Savy & Sons

Savy & Sons is a full-service infrastructure restoration contractor providing water and wastewater pipe rehabilitation, coatings and linings, infrastructure restoration, and pipe lining services to commercial and municipal customers. The company has successfully completed the rehabilitation of several GNHWPCA tanks and manhole structures, and their workmanship is outstanding. Savy & Sons is a family owned and operated business spanning three generation with a reputation for high quality work and professional management.

VMS Construction Company

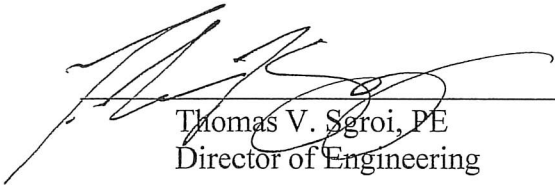
VMS construction company was founded in 1982. The company has specialized in the most challenging municipal sanitary sewer projects in Connecticut especially those above 20 feet deep and requiring extensive dewatering. The company has 50 employees and is managed by Victor Serrambama, Jr, a registered Professional Engineer in Connecticut. He has designed and supervised the installation of shoring and dewatering systems for VMS for over 30 years. VMS has performed large diameter sanitary sewer projects throughout Connecticut including GNHWPCA sewers.



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The Engineering Department recommends executing On-call repair contracts for the above listed 11 contractors. On-call repairs are funded 100% from GNHWPCA Operating Funds under Engineering Budget - "Emergency On-call Service" and Capital Dedicated Infrastructure Renewal - "Emergency On-call".



Thomas V. Sgroi, PE
Director of Engineering

ecopy: Gabe Varca, Lou Criscuolo, Gary Zrelak, Luigi DiMonaco, Ricardo Ceballos



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DATE: June 2, 2026

TO: Sidney J. Holbrook, Executive Director

FROM: Gabriel Varca, Director of Finance & Administration

RE: Authorization to Write Off Uncollectible Accounts for Fiscal Year Ending June 30, 2026

Sid:

I respectfully request that this recommendation be placed on the agenda for consideration and approval by the Board at its June 10, 2026, meeting.

The Finance Department recommends the write-off of the attached schedule of uncollectible accounts receivable. These accounts have been determined to be uncollectible for an extended period and, in many cases, originated prior to the asset sale. The balances have remained on the Authority's books since 2005.

As part of the annual audit process, the Authority's external auditors have recommended that formal action be taken to remove these uncollectible balances from the financial records. Writing these accounts off will ensure that the Authority's financial statements more accurately reflect the collectability of outstanding receivables and present a more accurate financial position. This will have no material impact on the financial statements of the GNHWPCA.

Accordingly, the Finance Department recommends that the Board authorize the write-off of the accounts identified in the attached schedule.

Respectfully submitted,

Gabriel Varca

Director of Finance & Administration

cc: Lou Criscuolo, Deputy Director of Finance & Administration

6/3/2026
SEWER ASSESSMENT/STREET EXTENSION
ACCOUNT RECEIVABLE LISTING

PLAN NUMBER	ACCOUNT NUMBER	PROPERTY LOCATION	NAME / OWNER	ADD DATE	TOTAL ASSESSMENT	BALANCE DUE 08/29/2005	Interest	Bond Interest	Total	COMMENT
C-1	000050060792	268 GRANNIS STREET	WEINHAUSEN, GERTRUDE	1970	954.00	954.00	6080.49	498.79	7,513.28	20 year 69-88
	000050060534	GRANNIS STREET	LOOK INVESTMENT	1969	1008.00	1008.00	6239.88	525.54	7,773.22	20 year
	000050060238	272 GRANNIS STREET	FARRICELLI, JOSEPH	1969	966.00	966.00	6119.82	477.86	7,563.67	20 year
	000050060420	977 LAUREL STREET	LOOK INVESTMENT-LABELL	1969	960.00	960.00	5949.12	475.00	7,384.12	20 year
	000050060421	585 LAUREL STREET	LOOK INVESTMENT-BACON	1969	960.00	960.00	5281.12	473.00	6,716.12	20 year
	000050060829	3 VIKING STREET	MCCABE, ABBY	1969	1020.00	1020.00	5403.30	503.50	6,926.80	20 year
C-1E	000050020278	TROLLEY CROSSING	NUTMEG HOUSING		42380.00	36601.42	26353.02	0.00	62,954.44	
	000050050093	THOMPSON ST	JMS CONSTRUCTION		53900.00	8000.00	4320.00	0.00	10,320.00	
C-2	000050004780	FOXON ROAD	RICHMOND ASSOC/TROLLEY CR		1000.00	50.00	161.25	21.50	232.75	WARRANT ISSUED/ONGOBARDI 06/16/98
	000050008580	LAUREL STREET	MCCLAY, EMMA	1970	2100.00	2100.00	10732.50	1117.54	13,950.04	WARRANT ISSUED
C-2E	000050020229	677 FOXON ROAD	SPINAL LOGIC		2600.00	600.00	1890.00	87.82	2,577.82	FORECLOSURE/GRILLI O-PACELLI 04/06/98
C-3	000050035070	18 JEFFREY ROAD	KARPEL LAWRENCE	1982	1400.00	1400.00	5586.07	757.58	7,743.65	FORECLOSURE/AMENDOLA 04/06/98
297 A	000050070058	207 COSEY BEACH AVENUE	FDIC		1250.00	190.59	451.47	38.06	680.12	WARRANT/ONGOBARDI 06/16/98
B-E	000050090161	34 PANAGROSSI CIRCLE	RAGAINI, PASQUALE		1495.00	1495.00	1076.40	0.00	2,571.40	
MFR	000050041640	MANSFIELD GROVE ROAD	BEACH HEAD DEVELOPMENT		1677.00	356.40	888.79	76.71	1,320.90	FORECLOSURE / COTE 03/13/98
	000050041830	20 MANSFIELD GROVE ROAD	BEACH HEAD DEVELOPMENT		5031.00	1006.20	724.46	192.11	1,922.77	
	000050042020	38 MANSFIELD GROVE ROAD	BEACH HEAD DEVELOPMENT		3354.00	670.80	472.91	134.41	1,278.12	
	000050041630	MANSFIELD GROVE ROAD	OWENS EVA		1677.00	1173.90	845.21	134.65	2,153.76	
	000050070287	TAL MADGE ST	OWENS EVA		0.00	13456.00	0.00	0.00	13,456.00	
	000050043930	145 MORGAN AVENUE	MARTENS, JAMES		1677.00	167.70	120.74	0.00	288.44	
	000050044350	OAKGROVE STREET	OWENS EVA		1677.00	167.70	120.74	153.65	442.09	
					128686.00	71301.71	88797.09	5669.71	165768.51	

TOTAL

50033750 ACCT NO BRANFORD INVESTMENT ABATED 10/15/02
50041160 ACCT KITCHEN ABATED 10/15/02



To: Director of Finance and Administration

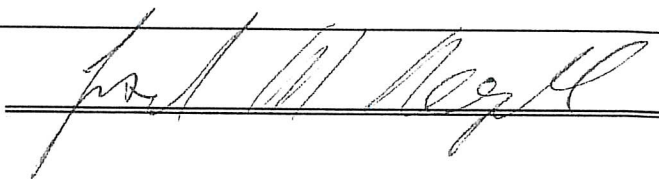
From: Operations

Date: 06/01/26

Re: Operations - Operating Fund Transfer Request

Transfer Amount	Transfer From	Transfer To
\$100,000	01.1410.000.5201	01.1450.000.5695
	Electricity	Plant Repairs and Replace
\$100,000	Total	

Explanation: Funds needs to cover cost of Plant Repair and Replace expenses due to large repair expenses incurred in 1st half of 2026
 ie. ES Bar Screen, S&U MSP, East St #5 MSP motor - \$220K

Department Signature: 
 Approved by: _____
 Director of Finance and Administration

Approved by: _____
 Executive Director

Board Approval: _____
 Date of Meeting

Notes:
 All departmental budget transfers to and from Regular Wage (5010), Temporary & Part Time Wage (5011), and Overtime Wage (5015) Accounts shall be submitted to the Executive Director for review and approval.
 All fund transfers between departmental budgets and cost centers less than \$10,000 shall be submitted by the Director of Finance and Administration to the Executive Director for review and approval.
 All fund transfers between departmental budgets and cost centers equal to and greater than \$10,000 shall be approved by the Board of Directors.