



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

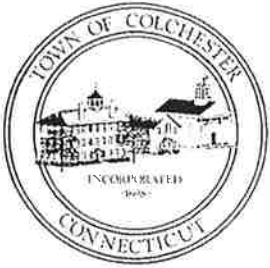
Board of Selectmen Agenda Regular Meeting

Thursday, December 7, 2017

Colchester Town Hall, Immediately following the Town Meeting at 7pm

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JAMES FORD
TOWN CLERK

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
 1. Approve Minutes of the November 16, 2017 Regular Board of Selectmen Meeting
 2. Commission on Aging – Linda Grzeika appointment as an alternate member for a term to expire on 12/31/2019
 3. Open Space Advisory – Linda Grzeika appointment for a term to expire on 3/31/2019
 4. Sewer & Water – Resignation of Mike Egan
 5. Economic Development Commission – Resignation of James Ford
 6. Planning & Zoning
 - a. Mark Noniewicz reappointment for a three-year term to expire on 12/31/2020
 - b. Jason Tinelle reappointment for a three-year term to expire on 12/31/2020
 7. Approval on 2017 Homeland Security Grant Program
5. Budget Transfers
6. Discussion and Possible Action on Strategic Plan for the Department of Senior Services
7. Discussion and Possible Action on Grant Purchase of Wheelchair-Accessible Motor Vehicle
8. Discussion and Possible Action on Transfer Station Take2 Inc. Electronics Proposal
9. Discussion and Possible Action on Well 3 Design Contract
8. Discussion and Possible Action on Opengov
9. Discussion and Possible Action on Election of Vice Chair
10. Citizen's Comments
11. First Selectman's Report
12. Liaison Reports
13. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, November 16, 2017
Colchester Town Hall @ 7pm**

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman Denise Mizla and Selectman John Jones

MEMBERS ABSENT: none

OTHERS PRESENT: BOE B Bernier, Town Clerk G Furman, Engineer S Tassone, Public Works Director J Paggioli, Town Planner R Benson, Tax Collector M Wyatt, Registrar D Mrowka, U Tschinkel, B Wagner, S Tortorigi, G Lepage, M Hinchliffe, J Walsh, J Ford, B Fox and Clerk T Dean.

1. Call to Order

A Shilosky called the meeting to order at 7:00 pm.

2. Additions to the Agenda - none

3. Citizen's Comments – none

4. Consent Agenda

1. Approve Minutes of the November 2, 2017 Regular Board of Selectmen Meeting
2. Agriculture Commission – Christopher Bourque reappointment for a three-year term to expire on 11/30/2020
3. Planning & Zoning
 - a. Resignation of John Rosenthal
 - b. Beverly Sealy moved from alternate member to regular member to expire 12/31/2019
 - c. Karen Godbout moved from alternate member to regular member to expire 12/1/2019
4. Conservation Commission
 - a. Resignation of Morris Epstein
 - b. Rebecca Meyer moved from alternate member to regular member to expire 10/1/2018

J Jones moved to approve the consent agenda, seconded by R Coyle. Unanimously approved. MOTION CARRIED

5. Presentation of Proclamation to the Charter Revision Commission – A Shilosky presented proclamations to each member and thanked the commission for their hard work.

6. Boards and Commissions – Interviews and/or Possible Appointments

- a. Commission on Aging – Roberta Avery possible appointment to expire 12/1/2020

R Coyle moved to appoint Roberta Avery to the Commission on Aging to expire 12/1/2020, seconded by J Jones. Unanimously approved. MOTION CARRIED

7. Discussion and Possible Action on Park Place Subdivision Old Hebron Rd and Old Hartford Rd

S Soby moved that the Town of Colchester accept Nature Avenue as a Town Road as recommended by the Town Engineer, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

8. Discussion and Possible Action on Incord C-Tip Applications

Chair of the Economic Development Commission, Jean Walsh, stated the commission has reviewed the application and feel not only does it meet, but exceeds the criteria. This would be a variable tax abatement. Revenue for the town would also be brought in by Sewer and Water payments.

S Soby moved to accept the recommendation of the Economic Development Commission to grant a variable property tax incentive abatement to 181 Upton Rd LLC (INCORD) as proposed in the amounts of 100% in year one, 90% in year two, 80% in year three, 70% in year four, and 50% in year 5, of the increase in the building assessment for the new

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construction proposed at 181 and 151 Upton Road. Granting of the property tax incentives are contingent on the Certificate of Occupancy for the new construction issued by the Town of Colchester Building Official. The tax relief will be applied to the first full year after the Certificate of Occupancy by the Town of Colchester for each building, and be moved to Town Meeting on 12/7/2017 at 7pm, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on Anthem Blue Cross and Blue Shield Provider Agreement for Ground Ambulance Network

S Soby moved to authorize the First Selectman to sign the Anthem Blue Cross provider agreement and plan compensation schedule, dated October 11, 2017 for the participation in the ground ambulance network, seconded by D Mizla. Unanimously approved. MOTION CARRIED

10. Citizen's Comments - none

11. First Selectman's Report

A Shilosky reported that the school district is making voluntary deductions around \$675,000, which will then go to the BOE for approval. Will be asking Dept. Heads to look at their budget and see if they can offer any cuts. Renters Rebate will be paid half by OPM, and the other half from the town through state grants. Legislature is back in session. S Soby reported that the session starts the first Wednesday in February. Budget, because of revenue projections, will face a shortfall. The shortfall amount comes close to triggering a deficit mitigation. Need to address department budgets and any reductions will help. A Shilosky thanked J Jones for his service on the Board. Noted that the BOF is looking for two members of the Board of Selectmen to work on the survey questions. R Coyle and S Soby volunteered.

12. Liaison Reports

J Jones thanked the Board for the past two years.

R Coyle reported on the Open Space Commission – Commission received a request from CME for a team building project to clean up the Jeremy River on Rte. 16 water shed area. (list of items gathered during clean up attached) Commission on Aging – Harvesting Stones collected 55 lbs. of food. Gala event on 9/16/18 was discussed. Good Speed donated tickets for the Holiday Fair basket.

WJJMS Building Committee – 23 students returned to the district from magnet schools. Change orders were done. Invoices paid. Reimbursement funding for second gym will be allocated to other areas.

Chatham Health – lost the emergency preparedness director. Update on FDA codes. S Soby stated the transition made it more difficult for the health district to relay the information. Impact on fee structure as well.

S Soby reported on the EDC – recognize the commission for their work on the C-Tip application.

Planning & Zoning – application pending due to parcel being in an overlay zone in the historical district. Discussion around signage continues. A matrix and framework put into place for discussion.

D Mizla reported on BOE – took a tour of the new WJJMS facility. Honored outgoing Board members. Karen Miley named CT Dept. of Education 2018 para educator. Ken Jackson facilitated a single stream recycling program with schools which will save on money and labor.

13. Adjourn

J Jones moved to adjourn at 7:40 p.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Attachment: CME clean up list

Respectfully submitted,



Tricia Dean, Clerk

Rosemary Coyle

From: Jay Gigliotti [wetlands@colchesterct.gov]
Sent: Wednesday, November 15, 2017 1:51 PM
To: Rosemary Coyle
Subject: Route 149 Commuter Parking lot Clean-up

Hi Rosemary,

The Clean-up was completed by employees of CME, an Engineering & Environmental Firm out of Mansfield, CT

The list of items that were cleaned-up is as follows:

- 1 Mattress box-spring
- 2 car batteries
- 8 tires
- 42 single-use plastic bags
- 201+ plastic H2O Bottles
- 313 other plastic containers
- 110 glass bottles
- 33 nippers
- 56 aluminum cans
- 63 styrofoam cups
- 52 fast food containers
- 8 diapers
- 1 carpet
- 5 pharmaceuticals/ syringes
- 9 articles of clothing
- 2 pieces of furniture
- 12 bags of domestic garbage
- 16 street sweeper bristles

Let me know if you have any questions or need anything else

Jay Gigliotti
Town of Colchester
Planning & Zoning Department
(860) 537-7283
jgigliotti@colchesterct.gov



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: November 27, 2017

BOARDS & COMMISSIONS APPLICATION

Name: Linda Grzeika

Address: 54 Hi Lea Farm Road Colchester, CT. 06415

Home Phone: 860-537-5560 Email grzeika@me.com FAX: _____

Cell Phone: 860-908-1150 Town Residency 30+ Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Open Space Advisory Commission; Commission on Aging

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: South Catholic High School, Hartford, CT - Class of 1974

College: Trinity College, Hartford, CT; English Lit/Writing; Graduate 2009

Quinebaug Valley Community College, Danielson, CT; General Studies; Graduate 2005

Trade, Business _____
Or Correspondence _____
School _____

CONTINUED ON REVERSE SIDE

Linda M. Grzeika

54 Hi Lea Farm Road
Colchester, CT 06415
860-908-1150 (cell)
grzeika@me.com

Board of Selectmen
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

November 27, 2017

Dear Board of Selectmen,

Attached please find my application to become a member of the Open Space Advisory Commission and the Commission on Aging.

I was previously a member of both of these commissions, but had to resign when I accepted the Registrars of Voters position in February 2017. Due to a recent charter change, which goes into effect on December 8, 2017, I am now eligible again to serve on Colchester boards and commissions.

I look forward to serving the Town of Colchester again in these positions, pending the Board of Selectmen's decision.

Thank you.

Sincerely,



Linda M. Grzeika

replace with
LOGO

Tricia Dean

From: Joan Campbell
Sent: Monday, November 20, 2017 11:33 AM
To: Tricia Dean
Subject: Fw: Resignation S & W

This is Mike Egan's resignation from the Sewer & Water Commission.

Joanie Campbell, CCTC
Assistant Town Clerk

Town of Colchester
127 Norwich Ave. Suite 101
Colchester, CT 06415
860-537-7215
860-603-2471 (fax)
8:30 am to 4:30 pm (7 pm on Thursdays)

From: Mike Egan <ctbridgeboy@gmail.com>
Sent: Monday, November 20, 2017 11:24 AM
To: Joan Campbell
Subject: Re: Resignation S & W

Joan,

Due to my election to serve on the Board of Finance, I must resign from my position on the Sewer and Water commission. I look forward to continued service to the Town of Colchester in this new role.

Mike Egan
10 Vicki Lane
Colchester, CT

On Nov 20, 2017 11:09 AM, "Joan Campbell" <jcampbell@colchesterct.gov> wrote:
Good Morning,

Can you please send me a letter of resignation? A reply to this e-mail would be fine.

Thank you,

Joanie Campbell, CCTC
Assistant Town Clerk

Town of Colchester

November 17, 2017

Mr Arthur Shilosky, First Selectman
Town of Colchester
Town Hall
127 Norwich Ave
Colcheser, CT 06415

Re: Resignation from Economic Development Commission

Dear Mr Shilosky;

I am submitting my resignation from the Economic Development Commission which is necessitated by my recent election to the Board of Selectmen.

I have enjoyed my time on the EDC and look forward to rejoining the Board of Selectmen.

Sincerely,

A handwritten signature in cursive script, appearing to read "James W. Ford". The signature is written in dark ink and is positioned above the printed name and address.

James W. Ford
176 Bulkeley Hill Road
Colchester, Ct



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



August 31, 2017

The Honorable Art Shilosky
First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415-

Dear Mr. Shilosky:

I am pleased to forward for your signature the Emergency Management Performance Grant sub-grant award 016E028A in the amount of **\$16,602.50** (of which **\$8,105.00** is federal funding and **\$8,497.50** is sub-grantee match). The aim of this funding is to assist your community in maintaining a robust local emergency management program.

Please review the award carefully and pay particular attention to the general and special grant conditions. Afterwards, sign and date the award, initial as indicated, and return it to:

Michael Caplet
DEMHS Region 4 Coordinator
State Police Troop K
15-B Old Hartford Road
Colchester, CT 06415-

Consistent with previous years, this sub-grant award is based on your approved grant application and your community's population.

Audit quality documentation of allowable expenditures must accompany reimbursement requests and should be submitted to Michael Caplet, DEMHS Region 4 Coordinator, for processing. Please note that all requests must include an original signature by the local finance director or someone of equal authority on the EMPG SLA Financial Tool.

You will be sent a fully executed copy of the subgrant award for your files. We thank you for your participation in the EMPG program and your community's continued commitment to the protection of our citizens.

Sincerely,

William J. Hackett
Deputy Commissioner
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security

CC:

Mr. Richard Peruta, Emergency Management Director
Michael Caplet, DEMHS Region 4 Coordinator

1111 Country Club Road, Middletown, CT 06457
Phone: 860.685.8531 / Fax: 860.685.8902
An Affirmative Action/Equal Employment Opportunity Employer



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
 DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



NOTICE OF GRANT AWARD

Purpose: This document is the obligating contract between the Grantor and Grantee.

Signatory: DESPP/DEMHS Deputy Commissioner or designee.

Authorizing Legislation: Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 as amended, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, the Earthquake Hazards Reduction Act of 1977, as amended, the National Flood Insurance Act

GRANTEE INFORMATION	GRANT INFORMATION	GRANTOR INFORMATION:
Grantee: Town of Colchester	DEMHS Grant #: 016E028A	Grantor: DESPP/DEMHS
Address: 127 Norwich Avenue Colchester, CT 06415-	Funding Type: Federal	Unit: Strategic Planning Comm. Preparedness
FEIN: 066001974	Date of Award: August 31, 2017	Address: 1111 Country Club Rd. Middletown, CT 06457
POC: Mr. Richard Peruta	Start Date: 10/01/2016	POC: Michael Caplet
	End Date: 9/30/2017	Phone #: -
		Email: Michael.caplet@ct.gov

FUNDING BREAKDOWN (Summary of Attached Budget)

Total Budget: \$16,602.50	State Match: \$.00
Total State Funding: \$.00	Grantee Match: \$8,497.50
Total Federal Funding: \$8,105.00	

Federal Grant No.: EMB-2016-EP-00006-501

CFDA No: 97.042

SUMMARY DESCRIPTION OF FUNDING

Through this accord, the Town of Colchester will use grant funding in the amount of **\$8,105.00** from the **2016 Emergency Management Performance Grant** for costs related to supporting all-hazards emergency management mission areas.

AUTHORIZATION OF AGREEMENT

My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:

- I have the authority to execute this agreement on behalf of the grantee; and the grantee acknowledges that they have read, understand and will comply the attached budgets, general and Special Grant Conditions contained within this grant award package on the following pages.

By: _____ (Date)

 (Signature of Authorized Officials) (Date)

 (Printed or Typed Name of Authorized Official)

For the Department of Emergency Services and Public Protection

By: _____ (Date)

 (Signature of Authorized Officials) (Date)
 DEPUTY COMMISSIONER, WILLIAM J. HACKETT
 (Typed Name of Authorized Official)

CORE CT INFORMATION (FOR DESPP OFFICE USE)

Contract #: _____ **PO #** _____ **Receipt Date:** _____

Amount	Fund	Dept.	SID	Program	Account	CH 1	CH 2	Bud Ref	Proj.
\$8105	12060	DPS32160	21881	27570	55050	190103		2016	20130



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
 DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



Federal Assurances and Certifications

The following assurances and federal forms are required by Department of Homeland Security/FEMA and the Connecticut Department of Emergency Services and Public Protection. Form usage is dependent on the project and funding source (*see breakdown below*).

Form Usage Requirements:



FEMA Form 20-16 Summary/Signature Sheet:

This is the signature page for the required assurances. Signature on this form is **REQUIRED** by all subrecipients. The subrecipient should select all that apply and sign.

FEMA Form 20-16A Assurances-Nonconstruction Programs:

This form includes all assurances for non-construction related projects (ie. salary/equipment) and is required when completing such projects with federal funding received in this grant.

FEMA Form 20-16B Assurances-Construction Programs:

This form includes all assurances for construction related projects (ie. EOC Construction) and is required when completing such projects with federal funding received in this subgrant.

FEMA Form 20-16C Certification Regarding Lobbying; Debarment:

This form explains rules regarding lobbying, debarment and other subrecipient responsibility matters. **REQUIRED** by all subrecipients.

OMB SF-LLL Disclosure of Lobbying Activities:

Only required if using federal funds for lobbying purposes.

Please initial here to indicate that you have read and understand these conditions _____
 Federal Assurances and Certifications



U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 1660-0025
Expires July 31, 2007

FOR
FY 2016

CA FOR (Name of Recipient)

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I** FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II** FEMA Form 20-16B, Assurances-Construction Programs
- Part III** FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV** SF LLL, Disclosure of Lobbying Activities *(If applicable)*

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Typed Name of Authorized Representative

Title

Signature of Authorized Representative

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472. You are not required to complete this form unless a valid OMB control number is displayed in the upper corner on this form. **Please do not send your completed form to the above address.**



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NOTE:

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (*including funds sufficient to pay the non-Federal share of project costs*) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P. L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniformed Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
8. Will comply with provisions of Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7) the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable with flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amended (42 U.S.C. Section et seq.); (g) protection underground sources of drinking water under Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components of the national wild and scenic rivers systems.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.



PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

NOTE"

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (*including funds sufficient to pay the non-Federal Share of project cost*) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a paper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict to interest, or personal gain.
8. Will comply with Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's standards for a Merit System of Personnel Administration (5 C.F.R. 900-subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801-et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sections 794) which prohibits discrimination on the basis of; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-61-7) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the bases of abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the bases of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) and other non-discrimination provisions in the specific statutes(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statutes(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interest in real property acquired for project purpose regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employment activities are funded in whole or impart with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 27a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for Federally assisted construction subagreements.



14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in the total cost of insurable construction and acquisition is \$ 10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (E.O.) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management programs developed under the Coastal Zone Management Act of 1973 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementations Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); (H) Protection of Endangered species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 46s-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agencies of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117-1961, as modified (41CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organization" including but not limited to, the "Lobbying Revision" published in vol 49, Federal Register, pages 18260 through 18277 (April 27, 1984).



PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants).," The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

- (a) Publishing a statement notifying employees that the unlawful manufacture, distributions
- (b) Establishing an on-going drug free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the term of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring on the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.



DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known; Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.





State of Connecticut
Department of Emergency Services & Public Protection
Division of Emergency Management & Homeland Security



GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as grantee. Grant funds shall not, without advance written approval by DEMHS, be obligated prior to the starting date or subsequent to the termination date of the grant period.

SECTION 2: Fiscal Control.

The grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

- 3.1. Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.
- 3.2. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 3.3. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 3.4. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the grantee or its subcontractors or subgrantees pertaining to work performed under this agreement. The State will give grantee or such subcontractor or sub-grantee at least twenty-four hours notice of such intended examination. At the State's request, the grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the grantee. The grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee relating to this grant.

SECTION 4: Insurance.

The grantee agrees that while performing any service specified in this grant, the grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the Division of Emergency Management and Homeland Security prior to the performance of services.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the grantee shall participate in the selection, award or administration of a contract, subcontract, subgrant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employed is related to any of the foregoing persons.

SECTION 6: Reports.

The grantee shall submit such reports as the Division of Emergency Management and Homeland Security shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and sub-grantee packets and budgets. Cash requests may be withheld by the Division of Emergency Management and Homeland Security until complete and timely reports are received and approved.



SECTION 7: Funding Limitation.

Funding of this project in no way obligates the Division of Emergency Management and Homeland Security to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the grantee agrees to submit to the Division of Emergency Management and Homeland Security a revised budget and budget narrative equal to and in the same distribution as the grant award not later than 30 days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

- 9.1. In accordance with the following conditions, the grantee agrees to conduct and submit to the Division of Emergency Management and Homeland Security a completed audit package with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.
- 9.2. If the grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee received State Financial Assistance from the Division of Emergency Management and Homeland Security for this grant and it is the only State Financial Assistance that the grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.
- 9.3. If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non profit organizations which expended a total amount of Federal Financial Assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee receives Financial Assistance under only one Federal program. For audit purposes, State or grantee match funds as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the grantee agrees to return the unexpended/disallowed funds to Division of Emergency Management and Homeland Security not later than 60 days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

- 11.1. The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.
- 11.2. The grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.
- 11.3. The grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.
- 11.4. The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or

- permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- 11.5. The grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 11.6. The grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
 - 11.7. The grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.
 - 11.8. If the grant is a public works contract, the grantee agrees and warrants that the grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
 - 11.9. Determination of the grantee's good faith efforts shall include but shall not be limited to the following factors: The grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
 - 11.10. The grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statute section 46a-56; provided, if such grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - 11.11 The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:
 - a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor



agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

- 11.12 The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order

as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- 11.13 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, and "mental disability means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including but not limited to, a municipality, (2) a quasi-public agency, as defined in CGS Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government as described in the immediately preceding enumerated items (11.1 – 11.12).

SECTION 12: Executive Orders.

- 12.1. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.2. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated, or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.3. This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the grantee to satisfy this standard either now or during the period of the grant as it may be amended will render the grant voidable at the option of the State upon notice to the grantee. The grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify the Division of Emergency Management and Homeland Security of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

- 15.1 If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975 to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.
- 15.2 The grantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measurer under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands.

SECTION 16: Non-Supplanting.

- 16.1. If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees that these grant funds will be used so as to supplement and increase, but not supplant, the level of state, local, private and federal funds that would otherwise be made available for this project and to serve this target population, and will in no event replace such state, local, private and federal funds.
- 16.2. The grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. Division of Emergency Management and Homeland Security may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to the Division of Emergency Management and Homeland Security and which are hereby made a part of this grant award.

SECTION 18: Indemnification.

The grantee shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement including, but not limited to, acts of commission or omission (collectively, the "Acts") by the grantee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the grantee is in privity of oral or written contract; (2) liabilities arising in connection with this Agreement, out of the Grantee's Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The Grantee shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the Grantee. The State shall give to the grantee reasonable notice of any such Claim. The Grantee shall also use counsel reasonably



acceptable to the State in carrying out its obligations under this section. This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

SECTION 19: Special Grant Conditions.

The grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.

Please initial here to indicate that you have read and understand these conditions _____
General Grant Conditions





**UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
2016 EMERGENCY MANAGEMENT PERFORMANCE
GRANT PROGRAM**

Additional Federal Grant Conditions

- I. Assurances, Administrative Requirements, Cost Principles and Audit Requirements:** DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances-Non-Construction Programs or OMB Standard Form 424D Assurances- Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency.
- DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 3002.
- II. Whistleblower Protection Act - All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C.4712, and 10 U.S.C § 2324, 10 U.S.C. §§ 4304 and 4310.**
- III. Use of DHS SEAL, Logo and Flags:** All recipients must obtain DHS' approval prior to using the DHS seal(s), logos, crests or reproduction of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- IV. USA Patriot Act of 2001:** All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act)* which amends 18 U.S.C. §§ 175-175c.
- V. Universal Identifier and System of Award Management (SAM)**
All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and the Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.
- VI. Reporting of Matters Related to Recipient Integrity and Performance** If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.
- VII. Rehabilitation Act of 1973:** All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- VIII. Trafficking Victims Protection Act of 2000:** All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.5, the full text of which is incorporated here by reference in the terms and conditions of your award.
- IX. Terrorist Financing** All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.



- X. **SAFECOM:** All recipients who receive awards made under programs that provide emergency communications equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- XI. **Reporting Subawards and Executive Compensation** All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.
- XII. **Procurement of Recovered Materials** All recipients must comply with the requirements of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition.
- XIII. **Patents and Intellectual Property Rights:** Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act. Pub. L. No. 96-517*, as amended, and codified in *35 U.S.C § 200* et seq. All recipients are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.
- XIV. **Notice of Funding Opportunity Requirements** All of the instructions, guidance, limitations and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the items and in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- XV. **Non-supplanting Requirement:** All recipients who receive awards made under programs that prohibit supplanting by law must ensure that the Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- XVI. **Lobbying Prohibitions:** All recipients must comply with 31 U.S.S. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- XVII. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)** All recipients must comply with the *Title VI of the Civil Right Act of 1964*, (Title V) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance. <https://www.dhs.gov/guidance-published-help-department-supported-orgainzations-provide-meaningfful-access-people-limited> and additional resources on <http://www.lep.gov>.
- XVIII. **Hotel and Motel Fire Safety Act of 1990:** In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention or training space funded in whole or in part with Federal Funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.
- XIX. **Fly America Act of 1974:** All recipients must comply with *Preference for U.S. Flag Air Carriers:* (air carriers holding certificates under 49 U.S.C § 41102) for internal air transportation of people and property to the extent that such service is available, in accordance with *the International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C § 40118) and the interpretative guidelines issued by the Comptroller General of the United State in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- XX. **Best Practices for Collection and Use of Personally Identifiable Information (PII):** DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standars on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.



- XXI. Americans with Disabilities Act of 1990:** All recipients must comply with the requirements of Titles I, II and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C § 12101-12213)
- XXII. Age Discrimination Act of 1975:** All recipient must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S. C § 6101 et seq.) which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- XXIII. Activities Conducted Abroad:** All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.
- XXIV. Acknowledgement of Federal Funding from DHS:** All recipients must acknowledge their use of federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- XXV. Federal Leadership on Reducing Text Messaging while Driving** All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513. Including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.
- XXVI. Federal Debt Status:** All recipients are required to be non-delinquent in their repayment of any Federal dept. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments. See OMB Circular A-129.
- XXVII. False Claims Act and Program Fraud Civil Remedies:** All recipients must comply with the requirements of 31 U.S.C § 3729 -3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
- XXVIII. Energy Policy and Conservation Act:** All recipients must comply with the requirements of 42 U.S.C § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- XXIX. Education Amendments of 1972 (Equal Opportunity in Education Act) -Title IX** All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) which provides that no person in the United States will on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F. R. Part 19.
- XXX. Duplication of Benefits:** Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restriction imposed by Federal statutes, regulations, or terms and conditions of the Federal Awards or other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statues, regulations or the terms and conditions of the Federal Awards.
- XXXI. Drug-Free Workplace Regulations:** All recipients must comply with the *Drug-free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.
- XXXII. Debarment and Suspension:** All recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 1549 and 12689 and 2 C.F.R. Part 180. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

XXXIII. Copyright: All recipients must affix the applicable copyright notices of 17 U.S. C § § 401 or 402 and an acknowledgement of Governments sponsorship (including award number) to any work first produced under Federal financial assistance awards.

XXXIV. Civil Rights Act of 1968: All recipients must comply with *Title VIII of the Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color national origin, religion, disability, familial status and sex (42 U.S.C § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in building with elevators and ground floor units in building without elevators) – be designed and constructed with certain accessible features (See 24 C.F.R § 100.201)

XXXV. Civil Rights Act of 1964 – Title VI All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. part 21 and 44 C.F. R. Part 7.

XXXVI. DHS Specific Acknowledgements and Assurances: All recipients, sub-recipients, successors, transferees and assigns must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of such proceedings, pending or completed including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 4410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and finding to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.





STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



Special Grant Conditions

1. The grantee agrees to complete and submit to DEMHS a revised project narrative not later than thirty (30) days after signing this grant award. The grantee must contact DEMHS program staff at 860-685-8038 regarding the required revisions.
2. Specific funding limitations have been applied to this grant. The grantee will complete the Interoperable Communications Request Form and submit it for approval in advance of any purchase of interoperable radio communications equipment. No funds may be expended until approval has been secured.
3. The grantee is required to participate in training session(s) on _____. The grantee must contact _____ to schedule training and determine if there are other technical assistance opportunities.
4. The grantee must submit to DEMHS for review and approval a revised budget itemization for any proposed change 1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater; or 2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to DEMHS by letter.
5. The grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designate by DEMHS for such purpose. The grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DEMHS or its designee; and 3) permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means.
6. All training events, seminars, and conferences must be approved by DEMHS prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates, and costs. Staff attending training events may be required to present a summary of the training to DEMHS and/or other grantees.
7. It will be the sole responsibility of the grantee, and its staff, to insure that any report, article, computer program, database, or other product or publication, whether oral or in writing resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the grantee.
8. The grantee shall comply with the following statutes and regulations:
 - Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - Title VI of the Civil Rights Act of 1964, as amended;
 - 28 C.F.R. Part 42, Subparts C, D, E;
 - Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
 - Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
 - Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
 - The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).

9. a) The grantee must obtain DEMHS Training Coordinator approval for all grant-funded training. The DEMHS Training Coordinator can be reached at 860-256-0840. DEMHS training approval and all related documentation for participating staff, including training certificates and time and attendance records must be retained by the sub-grantee in the grant file.
- b) The grantee must obtain Connecticut Intelligence Center (CTIC) Director approval for all grant-funded CTIC training. The CTIC director can be reached at 860-256-0800. DEMHS training approval and all related documentation for participating staff, including training certificates and time and attendance records must be retained by the sub-grantee in the grant file.
- c) The grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- d) The grantee agrees to comply with DEMHS Grant Policy #1 regarding the use of grant funds for overtime and backfill reimbursement, which are limited to the maximum payment of \$200 per person per day.
- e) The grantee agrees to submit to DEMHS upon request project deliverables including but not limited to: plans, evaluations, reports, and research results.
- f) The receipt of EMPG funding brings with it a commitment on the part of the municipality to increase operational capability through the funding of personnel and administrative expenses.
- g) Any individual whose salary is paid on a part-time or full-time basis under the EMPG program shall be placed under the merit system personnel procedures promulgated by and meeting the standards of the Federal Office of Management and Budget
- h) Acceptance of an award under this program, as demonstrated in the execution of this application package and the issuance of a sub-grant by DESPP / DEMHS, constitutes a legally binding agreement, including an agreement to abide by and comply with all relevant and applicable state and federal statutes, regulations and conditions.
- i) The municipality shall submit promptly to DEMHS excerpts of all audit reports prepared in accordance with the Single Audit Act (P.L. 98-502) and/or State statute, sufficient to identify the jurisdiction, the auditor(s) and the period audited, to include all references to funds received from DESPP / DEMHS or the Federal Emergency Management Agency.

Please initial here to indicate that you have read and understand these conditions _____
Special Grant Conditions



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



Requesting Reimbursement-EMPG

The following forms and supporting documentation are required for reimbursement under this grant program. The grantee may find these forms on the DESPP/DEMHS website at <http://www.ct.gov/demhs/cwp/view.asp?a=1910&q=411684&demhsNav=1>

1. Reimbursement Request Data Sheet:

PAGE 1. EMPG REIMBURSEMENT REQUEST DATA SHEET								
SubGrantee Name: Address: Municipality FEIN: Phone Number:	SPGA UNIT USE ONLY							
SECTION I & II: Reimbursement and Quarterly Information; Please complete one report for the quarters in which you are seeking reimbursement and attach. The financial reports are denoted by quarter in the EMPG Financial Tool .								
Funding Period: Amount Seeking Reimbursement: 1st <input type="checkbox"/> \$ _____ 3rd <input type="checkbox"/> \$ _____ Final Total: \$ 0.00 2nd <input type="checkbox"/> \$ _____ 4th <input type="checkbox"/> \$ _____ <input type="checkbox"/>								
Sub Grant Award Number: 015E __ _A								
1. Please <u>briefly</u> explain your project milestones over the selected quarters. (IE. enhancements of emergency management capabilities in your jurisdiction or new strategies).								
Section III: Documentation: Check all that apply to your program and attach documentation to this form with the corresponding quarters from the EMPG Financial Tool .								
Personnel/Fringe <input type="checkbox"/> Financial system payroll report with the following: <input type="checkbox"/> Employees Name <input type="checkbox"/> Dates of Service <input type="checkbox"/> Check Numbers <input type="checkbox"/> Number of Hours <input type="checkbox"/> Hourly rate <input type="checkbox"/> Actual Fringe <input type="checkbox"/> Identify Payroll codes if other than regular and overtime. <input type="checkbox"/> Submit documentation if fringe is other than the standard rate. <input type="checkbox"/> Stipend: provide copy of check with indication that this is a stipend payment.	Organization/Equipment/Other <input type="checkbox"/> Invoices <input type="checkbox"/> Copy of checks or financial accounting system report with vendor name, invoice number, check number, amount and date. <input type="checkbox"/> If reimbursement documentation does not agree to invoice amount highlight and provide calculation used for reimbursement (ie. Phone bills, reimbursable items on credit cards) <input type="checkbox"/> Mileage: submit completed <u>mileage reporting form</u> or subgrantee (municipal) form with the same information that is on our mileage form.							
In-kind <input type="checkbox"/> Volunteer time- <u>In Kind Services Form</u> attached or internal form with the same information <input type="checkbox"/> Donated Equipment: <input type="checkbox"/> Donation Date <input type="checkbox"/> Market value or substantiation <input type="checkbox"/> Description								
<i>For DESPP/DEMHS Use Only Below this point:</i>								
Regional Coordinator Check: <input type="checkbox"/> The grantee has provided the required documentation and project outlays match the documentation provided. <input type="checkbox"/> If equipment has been purchased in excess of \$1,000.00, the <u>Equipment/Property Reporting Form</u> is attached. <input type="checkbox"/> The required reimbursement forms are attached for the quarters seeking reimbursement (EMPG Financial Tool Financial Report) and all documentation has been checked for accuracy) <input type="checkbox"/> All items are allowable under EMPG.								
Signature of Regional Coordinator:	Date: _____ Signature of Grants Supervisor _____ Date: _____							
Signature of EMPG:	Date: _____							
Fund	Dept	SID	Program	Account	CH1	CH2	Bud Ref	Project
12000	32160	21881	20130		190103		12015	20130

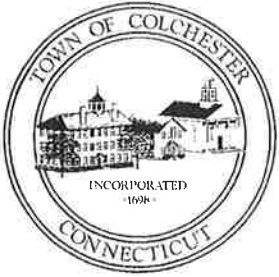
Please initial here to indicate that you have read and understand these conditions _____
 Reimbursement Requirements

DIRECTIONS FOR THE PROPERTY INVENTORY REPORT

1. Sub-grantee – municipality, regional planning agency, or state agency.
2. Number on the sub-grant award notice.
3. Short or abbreviated title of the project.
4. Beginning and ending dates of the period of award of the grant, as amended (MM/DD/YYYY).
5. Date this form was completed (MM/DD/YYYY).
6. Name and phone number of the person who prepared this report.
7. Inventory number assigned by implementing agency.
8. Company or person who sold you the equipment. Equipment is defined as assets with a value of \$5,000 or more at the time of acquisition.
9. Description of equipment.
10. Serial number assigned to the equipment by the manufacturer, if applicable.
11. Where the equipment is physically located.
12. The cost of the equipment.
13. Date the equipment was purchased.
14. Signature of Project Director or Financial Officer of Record.

*THIS FEDERALLY REQUIRED FORM MUST BE SUBMITTED AT THE CONCLUSION OF THE GRANT AWARD PERIOD.
PLEASE FORWARD THE COMPLETED REPORT TO:*

Department of Emergency Services & Public Protection
1111 Country Club Road, 3rd Floor North
Middletown, CT 06457
Attention: Grant Unit



Town of Colchester, Connecticut

95 Norwich Avenue, Colchester, Connecticut 06415

Patricia A. Watts, Director of Senior Services/Municipal Agent

MEMORANDUM

To: Board of Selectmen

From: Patricia A. Watts, Director of Senior Services

Date: 11/14/17

Re: Strategic Plan for the Department of senior Services

From October 2015-October 2017 members of the Strategic Planning Team met regularly to work on a Strategic Plan for the Department of Senior Services, which seeks to provide direction over all areas of operation for the next five years. On behalf of the Strategic Planning Team, I respectfully ask you to review and approve this plan, enclosed.

Recommended Motion

Approve the Strategic Plan (2017-2022) for the Department of Senior Services, as submitted.

Respectfully Submitted,

Patricia A. Watts



STRATEGIC PLAN

2017-2022

Department of Senior Services

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Town of Colchester, Connecticut

95 Norwich Avenue Colchester, CT 06415

Patricia A. Watts Director of Senior Services/Municipal Agent for the Elderly

July 17, 2017

Arthur Shilosky, First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

Dear First Selectman Shilosky,

It has been my honor to serve as the Chairperson of the Colchester Senior Services Strategic Planning Team, alongside nine other individuals who were dedicated to the development of this plan. The Strategic Planning Team, who began meeting in October, 2015, were charged with a two-fold mission: 1) To make recommendations to the Senior Center Subcommittee for the physical requirements of a yet-to-be-designed senior center building and grounds and 2) To develop a five year long-range plan for the Department of Senior Services to best serve the needs of Colchester's senior citizens, ages 55 and over.

The members of the Strategic Planning Team gave willingly of their time, insights and talents; and together we present you with a long range plan which we expect will serve the Department of Senior Services as well as the senior citizens of Colchester for the next 5 years. On behalf of the Senior Services Strategic Planning Team, I ask that you accept this report as a comprehensive summary of our work together. We thank you for your time and look forward to your feedback. Additionally, I would be pleased to respond to any questions you may have.

Best Regards,

Patricia A. Watts

Colchester Senior Services Strategic Planning Team, Chair
Director of Senior Services
Municipal Agent for the Elderly

STRATEGIC PLANNING TEAM MEMBERS

Patty Watts, Director of Senior Services, Chairperson
Linda Bromley, Senior Center Member
Rosemary Coyle, Board of Selectmen
Becky Kowalczyk, Program Coordinator
Goldie Liverant, Commission on Aging
Bill Otfinoski, AARP Chapter #4019
Eleanor Phillips, Commission on Aging
Gary Siddell, Commission on Aging
Bonnie Trecarten, AARP Chapter #4019
Bob Weeks, AARP Chapter #4019
Jim Paggioli, Director of Public Works (ad hock)

SITE VISIT SUMMARY & RECOMMENDATIONS

As the Strategic Planning Team began to meet, another group was selected by the Board of Selectmen who was given a complimentary assignment: The Senior Center Subcommittee was charged with identifying and recommending a suitable location for a new and larger senior center location. Because of this, the Strategic Planning Team prioritized the goal of making recommendations to the Senior Center Subcommittee for the physical requirements of the new senior center facilities. The findings of the site visits helped the Senior Center Subcommittee to develop criteria necessary in a new facility. An abbreviated report which included the senior centers site visits and the recommendations were shared with the Senior Center Subcommittee at their March 15, 2017 meeting.

In this process, the Strategic Planning Team identified 9 senior centers that we thought would be helpful to visit. They were: **East Hampton Senior Center, Ellington Senior Center, Enfield Senior Center, Glastonbury (Riverfront Community Center), Groton Senior Center, Hebron (Russell Mercier Senior Center), Middletown Senior Center, Portland (Waverly Center) and Wallingford Senior Center.**

There was a lot of variety amongst these centers both in form and function but our objective was to glean information that would be helpful to the Town of Colchester, as we plan a senior center to serve the older adults of our community.

EAST HAMPTON SENIOR CENTER

A 6,500 square ft. building serving approximately 250 members in a town whose total population is 13,000. This center is co-located next to the Public Library and shares parking and grounds. The building was renovated in 2010 with an expansion of storage, offices and a large multi-purpose room.

Strengths: It has a very welcoming Lounge with upholstered furnishings and a gas fireplace. There is a visible reception desk convenient to the entry. The new multipurpose room expansion has allowed them to expand their programming. Administrative offices are close to the entryway, while allowing for privacy.

Weaknesses: The front entry point is not evident, more exterior signage needed so one knows where to go. The parking lot was located a good distance behind the building and on a hill, which could be a problem for those with mobility issues. Kitchen was unnecessarily oversized for the amount of meals served.

ELLINGTON SENIOR CENTER

A 10,600 square ft. building serving approximately 600 members in a town whose total population is 16,000. This stand-alone building was built in 2013, after a hard-fought, grass-roots campaign throughout the town to construct a new senior center.

Strengths: Ellington is very proud of their new senior center. It is spacious with a large multi-purpose room used for large scale events and meal service and can be subdivided into smaller classroom spaces for increased functionality. All of the restrooms were private companion bathrooms, which accommodates those requiring assistance. Ellington Senior Center has a dedicated space for men's programs, which is well-used by all members. They report that their membership grew by 200% the first year that they moved to their new facility. Ellington is a very good comparable for Colchester, as they are also rural and serve a town similar in size.

Weaknesses: The entryway is not very inviting. The floor plan is spread out, which requires walking a long distances from one end to the other. They serve only 2 lunch meals per week. This senior center lacks storage spaces for program supplies. They have had to add additional parking, as the original plan for parking was not adequate. Concern for the lack of privacy or security in the reception area was reported. It was also noted that the senior center did not have handrails or places to rest in the hallway.

ENFIELD SENIOR CENTER

A 20,000 square ft. building serving approximately 8,000 members in a town whose total population is 45,000. This stand-alone building was built in 2003 and boasts plenty of parking, great program space and a state-of-the-art, professionally staffed fitness center.

Strengths: The Enfield Senior Center is a NISC (National Institute of Senior Centers) accredited senior center. They have a reputation throughout the State for excellence in their programs and services. They are located on a very spacious lot with a magnificent building, ample parking close to the building and well-developed grounds which include an outdoor walking trail, bench seating, gardens, patios, grilling and dining areas and stationary fitness equipment. They have a revenue producing gift shop featuring hand-crafted items created by their members.

Weaknesses: The Enfield Senior Center has a dedicated Fitness Room with treadmills, equipment and supervision through paid staff, but there is no dedicated space for fitness classes, such as Zumba. Because of this, the fitness classes are held in the multipurpose area, which is at the center of the building and lacks privacy. The Director also stated that the room which is dedicated for crafting is over-sized for the needs of that group.

GLASTONBURY (RIVERFRONT COMMUNITY CENTER)

A 20,500 square ft. building serving approximately 8,000 members in a town whose total population is 34,000. This building, built in 2005, serves as a community center, dedicated to senior services during daytime hours.

Strengths: The Glastonbury Senior Center is a NISC accredited senior center. It is located in a park-like setting on the banks of the Connecticut River and includes walking trails, patios, space for grilling and dining outdoors and a butterfly garden. The building is large and attractive; parking is abundant and convenient to all of the entrances. The large multipurpose room can be sub-divided for versatility. They have an onsite Cafe which gives members dining options and produces revenue. This space can also be rented out, which is another source of revenue. Staff has private restroom facilities.

Weaknesses: Director noted inadequate storage for program supplies. They are looking to increase their reserved (handicapped) parking. This center lacks a fitness center and stated that they would like more office space and private meeting areas for their staff. Upon entrance through the main doors, there is no reception area, no access to staff--leaving one unsure where to go. It feels somewhat sterile and cold, despite being professionally decorated and located in an attractive building.

GROTON SENIOR CENTER

A 36,000 square ft. building serving 3,500 members in a town whose total population is 40,000. This stand-alone senior center was renovated and expanded in 2010 and was the largest of all of the centers that we visited. It is located on a campus with (separate but close to) the Public Library, with ample parking for both buildings.

Strengths: The Groton Senior Center is very large; they have a large number of rooms in which to hold programs. The staff offices were very private and segregated to one corner of the building. They have a large industrial kitchen and prepare and serve their own meals, which is revenue producing and served in lieu of a congregate meal. The multipurpose room is large. They have a dedicated social model day program for individuals with dementia, which meets 5 days per week. There is a large Computer Room that is well resourced with both PC and Apple units. They have both a Fitness Room for classes/Pickle Ball courts with rubberized floors and a Fitness Room with stationary equipment, which requires a separate registration and fee to use. There is adequate storage built in throughout the building.

Weaknesses: This building occupies a very large footprint, with classrooms all around the perimeter. If possible, it felt too large. The reception area was confusing. As you entered the building, there were 2 reception desk areas. The smaller one (closest to the entrance) was not staffed. Outdoor space is dedicated for parking. Grounds are limited and undeveloped for program use. They said they would like to have a pool facilities to offer aqua fitness classes and open swim for their members.

HEBRON (RUSSELL MERCIER SENIOR CENTER)

A 6,000 square ft. building serving approximately 800 members in a town whose total population is 10,000. This stand-alone center was built in 2003 and is nestled in a senior housing community, set back from the road and conveniently located in the center of town. This was the smallest of all of the 9 centers visited.

Strengths: This senior center is very homey and welcoming. Upon entering, there are staff, volunteers and members congregating. The restrooms are conveniently located in the center of the building. There are sidewalks all around the building and a patio with umbrella covered tables to the rear of the building.

Weaknesses: As expected in a small building, program space is limited. The multipurpose room has low-pile carpet, which is not well suited for dining or the exercise classes that take place there. It is somewhat cluttered, especially the Fitness Room where exercise stations take up space and make it difficult to maneuver. One has to go through a main program space to get to the Social Worker's office, which lacks privacy.

MIDDLETOWN SENIOR CENTER

A 13,000 square ft. building serving 6,000 members in a town whose total population is 43,000. This stand-alone center underwent a major renovation in 2014, which was partially funded by the State of Connecticut. It was originally built for use as a school. Notably, it is two stories with each level covering approximately 6,500 square ft.

Strengths: Utilizing a multi-story building has advantages at a senior center, as the overall footprint remains manageable for clientele, while providing adequate program space. Obviously this makes an elevator important for accessibility. The recent renovation was very successful, making the building quite appealing and attractive. The layout is very nice with a staircase, elevator and reception area all located close to the main entryway. Staff offices are privately located behind the reception area. There is plenty of program space including a large multipurpose room on the main level. Mechanicals and usable storage space are located on the third floor, accessible by stairs.

Weaknesses: The director reports that it would be helpful to have a basement for additional storage. Located in a more urban area, this building has limited parking, as well. This senior center rents out the building for use by other organizations during off-peak hours so they have to lock up their supplies and equipment to prevent theft. Director stated that she would prefer to have sole use of building.

PORTLAND (WAVERLY CENTER)

A 10,000 square ft. building serving 300 members in a town whose total population is 9,000. This stand-alone center underwent recent renovations to expand, but was originally built in 1992. It also has two stories, which house the senior center, Food Bank, Clothing Bank and other town organizations. Interestingly, this center has chosen to remove the title "senior" from their name, which is a trend for some centers who are seeking to rebrand their image in an attempt to appeal to "Baby Boomers." They have recently become accredited through NISC.

Strengths: This center has plenty of parking. They have a multipurpose room and other smaller program spaces. There is developed outdoor space including Bocce courts.

Weaknesses: This center unfortunately does not have frequent usage, despite their recent renovations. The Director reported that the restrooms are not centrally located and she wishes that was not the case. They do not offer meals (congregate or Meals on Wheels) and do not have a commercial kitchen. At this time, they do not have portable walls to subdivide their large multipurpose room, but stated they would like to add them. The building lacks storage for program supplies and equipment

WALLINGFORD SENIOR CENTER

A 20,000 square ft. building serving 4,400 members in a town whose total population is 45,000. This stand alone center was built in 2001 and is located on the same campus as its original site, which is now occupied by other town organizations. It boasts expansive grounds, backed by a large lake, surrounded by walking trails, a butterfly garden, outdoor bocce courts and plenty of parking.

Strengths: The Wallingford Senior Center is a NISC accredited center. The facility is beautiful and constantly bustling with activity—considered by many to be a community treasure. The building is large, but very thoughtfully laid out. One enters a welcoming atrium/lobby with a reception desk and staff offices behind with private staff restrooms. The Great Room (MPR) has a stage, dance floor and a wall of windows overlooking the lake but has classrooms and activity spaces all around the perimeter. There is Café style dining available as well as a congregate meal served daily. Lake View Café serves breakfast and lunch at affordable prices and is open to the public. The Great Room is used for dining, special programs and unstructured socialization. Wallingford Senior Center hosts a 5 day/week social model day program, called Memory Lane, with dedicated classroom space, storage closet and bathroom. A health suite is staffed by a nurse 5 days per week. They have recently opened a fitness center, which requires special monthly subscription fees and is revenue producing. There are gardens, patios, raised planting beds, walking paths and bocce courts, all on site.

Weaknesses: One weakness that was noted was a lack of storage closets throughout the building. Another complaint of some of the staff is that when there are special events or musical entertainment in the Great Room (because it's an open space) there is no noise control. During these events the volunteer receptionists sometimes have difficulty hearing while answering the phones.

PHYSICAL PLANT RECOMMENDATIONS

It is the recommendation of the Strategic Planning Team that our new senior center facility consider some of the following features, which were observed in many of the senior centers that were visited.

INDOOR FEATURES:

- Vestibule with airlock (double door system) for efficiency of heating/cooling.
- Absorbent, non-slip flooring surface upon building entrance, in the vestibule.
- Welcoming reception area close to the main entrance.
- Visible Information Center for posters, trip fliers, etc. and *My Senior Center* kiosk.
- Adequate staff offices for Director, Program Coordinator, Administrative Assistant and Transportation staff located in close proximity to the main entrance, but with privacy features and access to private staff restroom facilities.
- Centrally located restrooms with at least one unisex companion toilet.
- Commercial kitchen with which to serve Meals on Wheels and congregate meals.
- Revenue producing Café that is open to the public for breakfast and lunch and offers affordable meal and snacking options.
- Large multipurpose room, which has sound-deadening dividers to reconfigure the space for versatility. Should be located close to the kitchen and include a sound system for programs and live entertainment. Round tables are recommended to promote socialization. Vinyl plank (wood look) flooring is durable and easy to clean and versatile for a variety of programs including dancing.
- Smaller program spaces should include: Game/Card Room, Arts & Craft Room with a sink and gallery space, Activity Room (Bingo, Lectures, Movies), Computer/Technology Room, Library/Lounge, Health Screening Room, Man Cave (Billiards, Ping Pong, Large Screen TV), Conference Room (confidential meeting space)
- Fitness Room for classes and court-based activities (Pickle Ball) with rubberized flooring to minimize impact. Available lockers close to Fitness Room.
- Fitness Center with stationary equipment such as treadmills, recumbent bicycles, free weights, elliptical/stair steppers. This could be funded through separate monthly fees.
- Dedicated space for the Making Memories Program with classroom, staff office, storage closet and bathroom facilities. Current program is limited to 3 days per week but could expand to 5 days per week with dedicated space.
- Professionally and attractively decorated with home-like upholstered furniture and plenty of opportunities to congregate and promote socialization.
- Plenty of space for storage for program supplies, equipment, decorations, etc.

OUTDOOR FEATURES:

- Attractive architecture which honors our New England heritage and matches the character found in Colchester. Exterior could coordinate with Town Hall, if located on the same campus.
- Adequate parking convenient to multiple entrances with a special consideration for ample reserved (handicapped) parking.
- A covered portico for shelter from the elements for bus or vehicle drop-offs at the main entrance.
- Attractive grounds with sidewalks, benches, patios, gazebo and gardens to inspire outdoor activities and socialization. Ability to host outdoor picnics, ice cream socials or other programs with patio seating.
- Driveway access to commercial kitchen area for deliveries.
- If possible, access to or development of walking trails with bench seating for resting.

ADDITIONAL CONSIDERATIONS:

- Ability to rent out the Multipurpose Room for special events like catered weddings, anniversary parties, etc. and increase town revenue.
- Ability to open the building in the evenings for additional town meeting space.
- If building on a smaller lot, consider the possibility of a two-story building, which occupies a smaller footprint while offering maximum square footage. This is a newer trend in senior center buildings. It allows for more spacious grounds, ample parking and the potential to develop outdoor space for additional programming opportunities. Elevator is required for accessibility for everyone to every level.

FUTURE SITE OF THE COLCHESTER SENIOR CENTER

The Senior Center Subcommittee developed a list of 12 potential sites for the Town to consider. Their final recommendation was to purchase Lebanon Avenue, Map 22/Lot 49 as the future site of a new Senior Center, yet to be designed. At the Town Meeting of February 2, 2017, voters unanimously approved the purchase of the property for \$90,000.00; and the parcel of land was later acquired by the Town of Colchester.

STRATEGIC PLAN for 2017-2022

After work was completed on the Site Visits and Recommendations for the Physical Plant of the yet-to-be designed senior center facility on Lebanon Avenue, the Strategic Planning Team set out with its secondary goal to develop the Strategic Plan. This involved 1) Determining the Mission of the Department of Senior Services; 2) Defining our Vision; 3) Identifying our Values; 4) Discussion of Top Level Organizational Goals; 5) Identifying our Objectives; 6) Creating a Plan for Implementation and Goal Achievement and finally; 7) Determining Outcomes and Performance Measures.

MISSION STATEMENT

"It is the mission of the Colchester Senior Services Department to support older adults by providing programs and services designed to promote their independence, health, wellness and overall quality of life."

VISION STATEMENT

"A community resource dedicated to engaging, enriching and empowering the lives of seniors."

VALUES

The following are our organizational values:

- Advocacy and Safety for Seniors
- Respect for All
- Efficiency
- Growth
- Fiscal Responsibility

ORGANIZATIONAL GOALS

WHO do we serve? We serve citizens ages 55 years and older; both Colchester and non-Colchester residents.

WHAT do we do? Provide opportunities to enhance quality of life; champion the health & safety of senior community and encourage community involvement utilizing the following programs and services:

- Senior/Younger Disabled Transportation Services
- Delivery of Social Services
- Senior Nutrition Programs (Congregate Meals and Home Delivered Meals)
- Programs-Educational, Recreational, Health & Wellness, Social & Special Events
- Meaningful Volunteer Opportunities

HOW do we do this?

- Human Resources-Staff, Members & Volunteers
- Community-Partnerships between the senior center and Town leaders, community organizations and businesses and Colchester Public Schools
- Financial Resources-Budget, revenue producing programs and fundraising
- Facility Resources-our building, grounds and amenities

OBJECTIVES

The following items are components of the department which our Strategic Plan seeks to address:

- Purpose & Planning
- Community
- Governance
- Administration & Human Resources
- Program Planning
- Evaluation
- Fiscal Management
- Records & Reports
- Facility
- Communication & Marketing

OUTCOMES & PERFORMANCE MEASURES

Please see the Strategic Plan Summary (pages 13-16) for the goals and objectives and the outcome measures for each category of the Strategic Plan. You will find under each heading listed above 1) the Goals and Objectives of the Strategic Plan; 2) whose responsibility it is to meet each goal; 3) the target date for completion of each item and finally; 4) the Action Plan, or how to best meet the goal or objective. This Strategic Plan will be reviewed on an ongoing basis for goal setting and achievement. Also, it is the Department of Senior Services intention to review and revise this Strategic Plan every five years, to stay current on the needs of Colchester's senior population.

STRATEGIC PLAN SUMMARY

GOALS AND OBJECTIVES	PRIMARY RESPONSIBILITY	TARGET DATE OR ONGOING	ACTION PLAN -- STATUS
A. PURPOSE & PLANNING			
Integrate long-range plan goals with the annual budget process.	Director, First Selectman, Board of Finance	Annually	Renew Program Fund line item with one large program in 2018.
Review Colchester Senior Center Mission Statement and Vision Statement	Director, CoA	Ongoing, Every 5 years	Update as needed, but review formally as part of Strategic Plan every 5 years, beginning 2021.
Conduct Strategic Planning	Director, Strategic Planning Team	Ongoing and/or Every 5 years	Publish Strategic Plan for Department of Senior Services in 2017, and every 5 years thereafter. Recruit a team of volunteers to serve as Strategic Planning Team involving active members and community stakeholders
B. COMMUNITY			
Develop partnerships with organizations throughout the community and region	Director, Program Coordinator, CoA	Ongoing	Schedule a minimum of 2 programs per month, which are collaborative efforts with community partners.
Seek new/utilize current opportunities to provide education and information about available services to our community.	Staff, CoA	Ongoing	Make Senior Resource Guide available via link on webpage and hard copies, as requested. Provide free community education on a wide variety of topics through the Colchester Senior Center's schedule of programs.
Utilize outreach methods to provide services to adults unable to come to CSC	Director/Staff	Ongoing	Provide senior transportation for elderly and younger disabled clients. Provide Home Delivered Meals to homebound elderly. Conduct phone and/or home visits.
Develop part-time Social Worker position to serve community seniors	Director, First Selectman	By the year 2020	Create part-time role, where Social Worker is accessible to senior citizens to assist with Medicare, Veterans' benefits and other beneficial programs.

STRATEGIC PLAN SUMMARY

GOALS AND OBJECTIVES	PRIMARY RESPONSIBILITY	TARGET DATE OR ONGOING	ACTION PLAN -- STATUS
C. GOVERNANCE:			
Follow Policies, Procedures and Best Practices of the Town of Colchester	All Staff	Ongoing, as assigned	Distribute Employee Handbook & Personnel Policies, as revised and instructed by Human Resource Department.
D. ADMINISTRATION & HUMAN RESOURCES			
Review financial viability of the Making Memories Program	Director, MMP Coordinator	Ongoing, Annually	Apply for available grants, including Sr. Resources AAA, annually. Manage reports.
Review staffing requirements	Director, First Selectman, BOS/BOF	Ongoing, Annually	As CSC continues to realize growth in membership & services, evaluate staffing needs.
E. PROGRAM PLANNING:			
Explore ways to attract younger seniors (Baby Boomers)	Director, Program Coordinator	Ongoing	Grow Fitness, Travel, Technology programs & Outdoor Adventure Club.
Seek opportunities to expand and extend programs and services offered on evenings and weekends	Director, Program Coordinator	Ongoing	Look for opportunities to expand programs into the evening and occasional weekend hours; long-term feasibility only if new staff position is created/approved.
F. EVALUATION:			
Utilize various tools and resources to determine any unmet needs of Colchester Seniors.	Director	Ongoing	Develop and distribute electronically and through hard-copy an Annual Member Satisfaction Survey during the month of September.
Develop and implement evaluations of Colchester Senior Center programs, which includes outcome-based measurements	Director, Program Coordinator	Ongoing, Annually	Utilize Client Satisfaction Survey for Fitness programs and Travel Opportunities/Trips to quantify client feedback and measurable outcomes for programs and trips.

STRATEGIC PLAN SUMMARY

GOALS AND OBJECTIVES	PRIMARY RESPONSIBILITY	TARGET DATE OR ONGOING	ACTION PLAN -- STATUS
G. FISCAL MANAGEMENT			
Review fiscal procedures for adherence to current regulations and best practices	Director, First Selectman, CFO	Ongoing, Annually	Follow policies and procedures for fiscal management including utilizing Town RFP's, PO's, deposit documentation & employee time sheets.
Plan for significant future needs i.e. furnishings, equipment, buses, facility, for the town CIP	Director, First Selectman, BoF, Public Works Director	Ongoing, Annually	Review with staff annually in October. Provide report for Capital Expense needs within the department for the upcoming fiscal year.
H. RECORDS & REPORTS:			
Prepare a monthly report to include: program attendance, building usage, transportation usage, meals/MOW, and delivery of social services.	Director, Staff	Monthly with Annual Report	Provide a monthly accounting of all statistics to the First Selectman by the 15th of each month. Follow Town schedule for an annual Departmental Report, submitted to the First Selectman.
Maintain a compatible, flexible computer database of membership and services	Director, Staff	Ongoing	Contract with <i>My Senior Center</i> for data related to building usage, membership information and senior transportation.
I. FACILITY:			
Maintain communication with town personnel who interface with the Senior Center's physical environment.	Director, Staff, Public Works	Ongoing	Timely submission of Town Work Orders to the Public Works Department for any physical plant issues/necessary repairs.
Review on-going needs of the facility.	Director, First Selectman, Strategic Planning Team	Annually, 5 Year Strategic Planning	Review facility needs as part of the ongoing Strategic Planning review process to assure community needs are addressed.

STRATEGIC PLAN SUMMARY

GOALS AND OBJECTIVES	PRIMARY RESPONSIBILITY	TARGET DATE OR ONGOING	ACTION PLAN -- STATUS
J. COMMUNICATION & MARKETING:			
Maintain good relationships between department and community organizations	Director, Staff	Ongoing	Meet periodically with community groups such as Colchester Lions, CBA, Rotary, CHA/senior housing communities to facilitate collaboration/coordination.
Development of Marketing Plan	Director, Staff, CoA	Ongoing	Hardcopy CSC monthly newsletter, digital newsletter available on Town website, Colchester Connections Quarterly publication, weekly press releases in local media outlets.
Utilize Electronic Communications & establish a Social Media Presence	Director, Staff	Ongoing	Send weekly email blasts to members. Create and maintain Facebook page to augment communication. Senior Center website should include 12 months of digital newsletter.

APPENDIX

Site Visit Worksheet

Name of Senior Center: _____ Town: _____

Facility Square Footage: _____ Town Population: _____ Membership size: _____

Type: Stand Alone/Community Center/Other (specify) _____ Year Built _____

Parking & Entrance	Yes	No	Comments
Adequate parking for facility usage?			
Well located and adequate handicapped parking?			Total:
Overhang at front entrance for bus/vehicle drop off?			
Is facility signage easily visible from the street?			
Does the building have aesthetic value?			
Additional signage easy to follow?			
Designated area for staff parking?			
Driveway around building for delivery of supplies?			
Other:			
Welcome & Reception Area	Yes	No	Comments
Does the reception area feel welcoming?			
Is a greeter, receptionist or staff member visible?			
Is there a "My Senior Center" kiosk?			
Is there adequate visible signage within the building?			
Vestibule/airlock area for heating/cooling efficiency?			
Appropriate flooring for wear/tear & safety?			
Other:			
Staff Offices	Yes	No	Comments
Director's Office?			
Program Office?			
Administrative Assistant's Office?			
Transportation Office?			

Restrooms	Yes	No	Comments
Are the restrooms centrally located?			
Are there several restroom locations throughout the building?			
Are there private restroom facilities for staff?			
Paper towels? Type:			
Hand (air) dryers? Type:			
Other:			
Kitchen	Yes	No	Comments
Are hot meals provided at this site?			Agency:
Is this a delivery site for Meals on Wheels?			
Does this kitchen have a Food Service License?			
Is there a Café (breakfast and lunch) restaurant?			
Is the space rented out for private functions?			
If so, is there a list of prices and criteria?			
Other:			
Multi-Purpose Room	Yes	No	Comments
Is this room able to be divided through portable walls?			
What type of walls?			
Are these walls effective at noise reduction?			
Are there room darkening shades/blinds?			
Is there a dance floor permanently installed?			
Is this space rented out for private functions?			
Round tables?			
Piano/keyboard?			
Is there a sound system to service the room?			
Please note flooring:			
Other:			

Small Program Spaces	Yes	No	Comments
Is there game/card space?			
Is there learning/lecture space?			
A dedicated space for Fine Arts & Crafts with a sink?			
Flat screen TV?			Number:
Projector? Installed or portable?			
Please note flooring:			
Other:			
Social-Model Adult Day Program (Making Memories)	Yes	No	Comments
Does this program exist?			
Is there dedicated space for this program?			
How many days per week does it meet?			
Are there separate restroom facilities for this program?			
Is there a separate staff office in this program room?			
Please note flooring:			
Other:			
Library/Computer Room	Yes	No	Comments
Is there a library available on site?			
Do staff/volunteers manage book inventory?			
Is there internet access?			
Wifi in the building?			
Is there computer equipment available to use?			
Is there a printer located in the room?			
Fees assessed for printing?			
Is there a lounge space?			
Please note flooring:			
Other:			

Fitness Room	Yes	No	Comments
Is there a dedicated space for fitness?			
Is there a dedicated gym with fitness equipment?			
Does the fitness center generate revenue?			
Maximum capacity of the room?			
Is there a built in stereo system for fitness classes?			
Is there iPhone compatibility for stereo system?			
Personal lockers or cubbies?			
Please note flooring:			
Other:			
Conference Room	Yes	No	Comments
Is there a conference room available for meeting?			
Is there a dedicated space for staff to take lunch breaks?			
Please note flooring:			
Other:			
Mechanical Room	Yes	No	Comments
Where is this located?			
Is there a back-up generator?			
Is this site used as a temporary shelter?			
Dedicated custodial space and storage?			
Other:			
Storage Space	Yes	No	Comments
Is there adequate storage for the building?			
Fees & Revenue	Yes	No	Comments
Do your members pay an annual fee?			How much?
Offer fee for service programs?			
Other forms of revenue?			

Construction Funding Sources	Yes	No	Comments
Was there a fundraising campaign for the build?			
Was State funding utilized?			
Other:			
Outdoor Spaces	Yes	No	Comments
Space for outdoor activities?			
Gardening?			
Grilling and/or Dining?			
Patio?			
Exercising?			
Other:			
Design Flaws	Yes	No	Comments
Are there things you would change about the building?			
Other:			

Comments & Observations:

S.W.O.T. Analysis Report

<u>STRENGTHS</u>	<u>WEAKNESSES</u>
<ul style="list-style-type: none"> • PROFESSIONAL STAFF • MEMBERSHIP GROWTH • MANY ACTIVE VOLUNTEERS • PROGRAMMING HAS GREAT REPUTATION REGIONALLY • CLEANLINESS • NUTRITION SERVICES-ON SITE AND MEALS ON WHEELS • HEALTH SERVICES • SOCIAL SERVICES • MAKING MEMORIES PROGRAM • SENIOR TRANSPORTATION • TRAVEL OPPORTUNITIES/TRIPS • COMMUNITY PARTNERSHIPS 	<ul style="list-style-type: none"> • OLD, INEFFICIENT BUILDING • INADEQUATE PARKING • ACCESSIBILITY-RAMPS, DOORS & RESTROOMS • HVAC-AIR QUALITY • LIMITED PROGRAM SPACE • SUBSTANDARD KITCHEN FACILITY • LACK OF MEETING SPACE FOR CONFIDENTIALITY • LIMITED MEDICAL TRANSPORTATION STAFFING • LACK OF EXERCISE EQUIPMENT • BUDGET LIMITATIONS • LIMITED STAFFING • NO WEEKEND PROGRAMS
<u>OPPORTUNITIES</u>	<u>THREATS</u>
<ul style="list-style-type: none"> • GROWING SENIOR DEMOGRAPHIC IN TOWN • NEW SENIOR CENTER-INCREASED REVENUE WITH BUILDING RENTALS • EXERCISE EQUIPMENT • EVENING/WEEKEND PROGRAMS • FUNDRAISING UNDER 501(c)3 "FRIENDS OF SR. CENTER" • SENIOR CENTER WEBSITE • PARTNERSHIPS WITH SCHOOLS • COMMUNITY USE-MEETINGS • CONSENSUS OF TOWN LEADERS' SUPPORT • FAVORABLE FINANCIAL OUTLOOK • COMMUNITY GROUP OUTREACH 	<ul style="list-style-type: none"> • LACK OF FUNDING FOR PROGRAMS-\$0.00 LINE ITEM • COMMUNITY COMMUNICATIONS • BONDING/GRANTS/FUNDING • CYNICISM AMONG SENIORS THAT "IT'LL NEVER HAPPEN" • LACK OF COMMUNITY SUPPORT OR AWARENESS OF THE VALUE OF THE SENIOR CENTER • FUNDING FOR CONSTRUCTION • DIFFERING INTERESTS OF DIFFERENT AGE GROUPS • SPACE FOR THE VETERANS GROUPS • PURCHASE OF BUILDING MAY BE AN EXCUSE FOR SOME TO STOP THE MOMENTUM

**AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
TOWN OF COLCHESTER
FOR A CASH GRANT TOWARD THE
PURCHASE OF WHEELCHAIR-ACCESSIBLE MOTOR VEHICLE(S)
FOR
ELDERLY AND/OR DISABLED PERSONS TRANSPORTATION PROGRAMS**

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 20____, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Richard W. Andreski, Bureau Chief, duly authorized, hereinafter referred to as the "State", and Town of Colchester, a private nonprofit corporation or eligible public body federally approved pursuant to Section 5310 of the Federal Transit Act, as amended, having its principal place of business at 127 Norwich Avenue, Colchester, CT 06415, acting herein by Arthur Shilosky, First Selectman, hereunto duly authorized, hereinafter referred to as the "Second Party", collectively the "Parties".

WITNESSETH, THAT:

WHEREAS, Section 5310 of the Federal Transit Act, as amended, 49 U.S.C. 5310, authorizes the formula assistance program for Enhanced Mobility of Seniors and Individuals with Disabilities Program and provides formula funding to States and designated recipients to improve mobility for seniors and individuals with disabilities; and

WHEREAS, the Federal Transit Administration (hereinafter referred to as "FTA") has designated the State as a grant recipient for capital grants under FTA Section 5310 of the Federal Transit Act, as amended; and

WHEREAS, the Governor of the State of Connecticut, in accordance with a request by the FTA, has designated the Commissioner of the Department of Transportation to evaluate and select projects proposed by eligible public bodies and private nonprofit organizations and to coordinate the grant applications; and

WHEREAS, the Second Party shall adhere to the guidelines outlined in the Grant Application, filed with and approved by the State, such Grant Application is hereto and hereby made a part of this Agreement and incorporated by reference herein; and

WHEREAS, the State and the Second Party desire to secure and utilize federal grant funds for the transportation needs of the elderly and/or disabled citizens of the State of Connecticut; and

WHEREAS, the State, pursuant to Subsection (a) of Section 13b-34 of the Connecticut General Statutes, as revised, is authorized to enter into an Agreement with the Second Party providing for the distribution of Federal and State funds (if available) to enable the Second Party to purchase equipment solely for the hereinabove stated

purpose, and in connection therewith, the Commissioner of Transportation, has made an Express Finding as required by Section 13b-35 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, the parties hereto mutually agree as follows:

DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claim or Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Second Party Parties" as used herein is defined as a Second Party's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein is defined as State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

1. Agreement of the Parties: The purpose of this Agreement is to provide for the undertaking of transportation services for the elderly and/or disabled individuals by the Second Party or a contractor thereof (hereinafter referred to as the "Project"), as described in the Second Party's Grant Application, which is incorporated herein by reference, and to state the terms, conditions and mutual understanding of the Parties as to the manner in which the Project will be undertaken and continued.

2. Term of Agreement: This Agreement shall commence January 1, 2018 and extend through December 31, 2024, unless previously terminated in accordance with any other provision of this Agreement. The State reserves the right to continue this Agreement in full force and effect for a maximum period of one (1) year beyond the expiration date upon written notice to the Second Party.

The parties agree that if the Second Party requests any changes pertaining to the total amount specified in **Article 5** of this Agreement, the requested change(s) shall be

submitted in writing to the State for its prior approval and the Parties shall execute a supplemental agreement to make the change(s).

3. State Requirements: The Second Party agrees to comply with all applicable State Requirements, referred to in **Appendix "A"**, attached hereto and hereby made a part of this Agreement.

4. Federal Requirements: The Second Party agrees to comply with all applicable Federal Requirements, referred to in **Appendix "B"**, attached hereto and hereby made a part of this Agreement.

5. Scope of Project: The Second Party hereby agrees to accept, subject to all herein- contained terms and conditions, a Cash Grant not to exceed the amount of Fifty-three Thousand Six Hundred Dollars (\$53,600), as determined by the Program Guidelines described in the Application, hereinafter referred to as the "Grant", to be used exclusively to purchase one (1) wheelchair accessible motor vehicle(s), including certain specialized accessories and related equipment, hereinafter referred to as the "Project Equipment". In consideration thereof, the Second Party agrees to undertake and implement the Project in the manner described in the Application and attested to in the Acceptance Certification, both herewith incorporated by reference, filed with and approved by the State, and in accordance with the terms and conditions of this Agreement.

The Second Party shall undertake and implement the Project pursuant to the terms of this Agreement for the duration of the useful life of the Project Equipment with all practical dispatch, in a sound, economical, and efficient manner. "Useful life" in regards to vans shall mean four (4) years of project operation or 100,000 miles; in regards to small buses, five (5) years of project operation or 150,000 miles.

6. Purchase of Project Equipment: The purchase of all Project Equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Second Party, and shall be purchased in accordance with applicable State laws and the standards set forth in the Office of Management and Budget (OMB) Circular A-102, incorporated herein by reference.

The Second Party shall have ninety (90) calendar days from the date of receipt of a fully executed Agreement to forward to the State a written confirmation that the bid process for the purchase of Project Equipment has been initiated, either individually or through a local transit district. The Second Party shall utilize the Procurement Procedures set forth in **Attachment 1** of this Agreement if (a) the Second Party is a private nonprofit organization, or (b) the Second Party is an eligible public body federally approved pursuant to Section 5310 of the Federal Transit Act and the purchase price is One Hundred Thousand Dollars (\$100,000) or less.

In the event the Second Party opts to utilize an existing motor vehicle as a trade-in, the trade-in allowance, as determined by the vendor, should be used toward any additional costs the Second Party may incur with the purchase of the Project Equipment. The State will provide a Cash Grant for eighty percent (80%) of the total Project Equipment cost not to exceed Fifty-three Thousand Six Hundred Dollars (\$53,600).

The Second Party may order the Project Equipment in advance of receipt of a fully executed Agreement in order to expedite delivery of the Project Equipment; however, this action shall be taken entirely at the risk of the Second Party. Payment for the Project Equipment will be made in accordance with **Article 7**. The State shall not incur any liability under this Agreement until it has issued its written approval of the purchase, including such conditions as it deems appropriate. The failure of the Second Party to comply with the conditions set forth in the written approval relieves the State from any and all liability under this Agreement.

Proof of purchase shall consist of a dated manufacturer's or vendor's invoice naming the Second Party as recipient of the Project Equipment, fully identifying the Project Equipment, marked as "Paid in Full" and signed by an official representative of the manufacturer or dealer.

Failure to meet any conditions imposed by this Agreement or the written approval will result in a return of the Grant funds to the State by the Second Party.

7. Payment to the Second Party Related to the Project Equipment: Upon full and proper execution of this Agreement, delivery, and acceptance of Project Equipment (including a completed vehicle acceptance form), a manufacturer's/vendor's invoice, and a completed State reimbursement form (the "Invoice Summary and Processing Form" (ISP) or its replacement), as well as receipt by the State of a certificate of origin and a completed Certificate of Insurance, the State will provide payment in the form of a check.

The State will issue payment within fifteen (15) business days after receipt of the required documents. However, if the request for payment is received between June 21 and July 20 of the calendar year, the State will issue payment by August 4 of the calendar year. The Grant represents eighty percent (80%) of the total Project Equipment cost not to exceed Fifty-three Thousand Six Hundred Dollars (\$53,600).

The Grant will be the maximum contribution by the State for the Project Equipment. Additional costs for the Project Equipment will be borne by the Second Party.

The Second Party agrees that the receipt of funds under this Agreement is subject to all controls and conditions imposed by this Agreement and the relevant Federal and/or State regulations.

The Second Party agrees that the terms of this Agreement do not constitute a loan but rather a grant for the specific purposes contained herein.

The Second Party agrees it is not authorized to allow funds appropriated under this Agreement to be used to pay its creditors unless the creditor incurred an expense specifically authorized by this Grant and relevant Federal and/or State regulations.

The Second Party agrees that the funds provided under this Agreement and proceeds from the sale of any Project Equipment purchased with such funds during the

useful life of such Project Equipment shall remain the property of the State for use in the Federal Section 5310 Program.

The Second Party agrees to make payment to the manufacturer/vendor within three (3) business days of receiving the Grant funds from the State or the monies must be returned to the State. Proof of vendor payment must be kept on file by the Second Party for the duration of the useful life of the Project Equipment.

8. Ownership, Title and Registration of Project Equipment: The Second Party shall assume ownership of Project Equipment in trust for the State and such Project Equipment shall be in the name of the Second Party subject to the restrictions on use and disposition of the Project Equipment set forth herein. The Second Party shall not transfer ownership of the Project Equipment to any third party without prior, written approval of the State. The State shall be listed as first lien holder on the motor vehicle registration(s) for the vehicle(s). Vehicle(s) title(s) shall be retained by the State.

At its discretion, the State may, under the terms and conditions of this Agreement, designate the Second Party as a lead coordinating entity within a region. As such, the Second Party may, as necessary and with the written approval of the State, assume ownership in trust for the State and custody of any Project Equipment transferred from other Section 5310 organizations or other providers of elderly/disabled transportation, to effect continued regional coordination of transportation services to the elderly and disabled individuals.

The Second Party shall hold the Project Equipment purchased under this Agreement as the trustee and custodian for the State. The Second Party agrees that it lacks any beneficial interest in the Project Equipment purchased under this Agreement and that it acts as an agent of the State solely for the purpose of disbursing the Grant funds provided under this Agreement.

The Project Equipment shall, during the useful life of the vehicle(s), be registered in accordance with all applicable rules and regulations of the Connecticut Department of Motor Vehicles.

9. Use of Project Equipment: The Second Party agrees that the Project Equipment shall be used for the provision of transportation service in the area and in the manner described in the Project Description of its above-mentioned Application for the duration of its useful life. If during such period, the Project Equipment is not used in this manner or is withdrawn from transportation service or the Second Party becomes insolvent, the Second Party shall immediately notify the State and ownership and possession of the Project Equipment shall revert to the State. If this Agreement is terminated at any time during the Project Equipment's useful life, the Project Equipment must be returned to the State. If the Project Equipment is out of service for more than sixty (60) days, the Second Party shall immediately notify the State, and the State shall take appropriate action to reclaim said Project Equipment at the expense of the Second Party. After the Project Equipment has reached the limits of its useful life, as specified in **Article 5**, the State shall have no further interest in the Project Equipment.

In further consideration of the use of said Project Equipment, the Second Party shall:

- (a) Guarantee that, at no cost or expense to the State, said Project Equipment shall be properly operated in a safe condition and regularly maintained throughout the term of this Agreement in accordance with the maintenance and inspection schedule supplied by the manufacturer of the Project Equipment.
- (b) Guarantee that any and all repairs to the Project Equipment are accomplished by a certified mechanic. Receipts for said repairs shall be forwarded to the State.
- (c) Guarantee that, the interior or exterior of said Project Equipment shall not be modified, including modification by the addition of advertising or additional signage to the vehicle, without prior written approval of the State. The State has the authority to approve or decline such modification of the Project Equipment.
- (d) Guarantee that the Project Equipment will be housed and utilized primarily in the region through which the application was made.
- (e) Establish and maintain throughout the term of this Agreement, including supplements thereto and renewals thereof, if any, separate and complete accounting records of all costs associated with the Project.
- (f) During the useful life of the Project Equipment, any and all payments made to the Second Party as a result of material damage to the Project Equipment, whether paid by an insurance company or any private agency or party, shall be returned to the State, unless:
 - (1) The Second Party demonstrates, by proof of invoice, that the payments received were utilized to repair the Project Equipment so as to keep it in service or return it to service. Repairs to the Project Equipment must be scheduled no later than thirty (30) days after receiving insurance or private party proceeds. or
 - (2) Upon prior written approval from the State, the Second Party purchases suitable replacement equipment of similar quality and remaining useful life. In the event replacement equipment is purchased, the State may retain its proportioned interest in the equipment beyond the original expiration date of this Agreement. The purchase of suitable replacement equipment must be in accordance with **Article 6** hereof. The purchase of suitable replacement equipment must be initiated within fourteen (14) days after receiving insurance or private party proceeds.

10. Disposition of Project Equipment: After Project Equipment has reached the end of its useful life as stipulated in **Article 5** of this Agreement; the State shall, upon confirmation that the Project Equipment has reached the end of its useful life, return the title pertaining to the Project Equipment to the Second Party. The Second Party may then elect to continue to use or dispose of the Project Equipment; however, proceeds from the sale of said Equipment must remain in use for program purposes.

11. Records and Reports: The Second Party shall advise the State regarding the progress of the Project at such time and in such manner as the State requires, including, but not limited to, meetings and interim reports.

The Second Party shall collect and submit to the State at such time as the State may require, such financial statements, operations data, records, contracts, and other documents related to the Project as may be deemed necessary by the State. This shall include, but not be limited to:

- (a) Submitting quarterly operating reports (on forms supplied by the State) for the previous three (3) months of operation.
- (b) Reporting all minor motor vehicle accidents involving the Project Equipment to the State within ten (10) days of the occurrence; any incident which results in an injury to a driver or passenger, or which results in property damage of over Two Thousand Five Hundred Dollars (\$2,500), shall be reported to the State within twenty-four hours.
- (c) Certifying annually, in writing, that said Project Equipment is still being used in accordance with the terms and conditions set forth in this Agreement.
- (d) Responding to and maintaining records of any survey forms requested by the State or its Representatives.

12. Termination: The State reserves the right to terminate this Agreement:

- (a) without cause with sixty (60) days prior written notice to the Second Party; or
- (b) with cause, forthwith, upon delivery to the Second Party of written notice of termination, citing any one or more of the following reasons:
 - (1) the Second Party discontinues the operation of the said Project Equipment in providing transportation to the elderly and/or disabled; or
 - (2) the Second Party takes any action and/or fails to take required action pursuant to the terms of this Agreement without the required approval(s) of the State; or
 - (3) the Second Party being declared by competent authority to be incapable of operation under this Agreement.

Upon termination of this Agreement as provided in **Article 12 (a)** or **Article 12(b)**, the Second Party shall forthwith return ownership and possession of the said Project Equipment to the State, in as good condition as it was purchased by the Second Party, with normal wear and depreciation expected. It is understood and agreed by the Parties hereto that if this return cannot be made by the Second Party, the Second Party may, at the discretion of the State, be assessed all or a proportionate share of the then current market value of the said Project Equipment. If, however, it is clear to the State that the Second Party has not made a demonstrated effort to operate the Project Equipment as described in the application and required under this Agreement, at the State's discretion, it may require the return of the Project Equipment.

13. Prohibited Interest: No member, officer, or employee of the Second Party during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. The Second Party warrants that it has not employed or retained any company or person other than bona fide employees working solely for the Second Party to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Second Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the above stipulation, the State shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the agreed price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

14. Official Notices: Any "Official Notice" from one such party to the other such party (or Parties), in order for such Notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(1) When the State is to receive such Notice -

Commissioner of Transportation
Connecticut Department of Transportation
P. O. Box 317546
2800 Berlin Turnpike
Newington, Connecticut 06131-7546;

(2) When the Second Party is to receive such Notice -

The person(s) acting herein as signatory for the Second Party receiving such Notice;

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such Notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice", as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically-produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such Notice(s) is (are) to be addressed; alternate means of conveying such Notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such Notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

15. Liquidation of Indebtedness: The State may refuse at any time to make payments under this Agreement if (a) the Second Party has failed to comply with the terms of this Agreement or any applicable State law or regulation, or (b) the Second Party is indebted to the State of Connecticut and the collection of the indebtedness will not impair accomplishment or the objectives of this Agreement. Under such conditions, the State will inform the Second Party in writing, that payment will not be made after a specified date until the noncompliance described in such notice is corrected or the indebtedness is liquidated.

16. Contracts Under this Agreement/Subcontracts: Unless otherwise authorized in writing by the State, the Second Party shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement. The Second Party shall include in all subcontracts entered into pursuant to this Agreement all of the above-required clauses.

17. Inspections and Site Visits: The State shall have the right to inspect the Second Party's Project Equipment, facilities, and records with respect thereto as shall be reasonably necessary to confirm the proper operational and administrative upkeep of such assets purchased and/or being subsidized with federal and/or state funds.

18. Environmental Law Compliance: The Second Party shall be responsible for complying with all federal and state environmental laws and regulations pertaining to the operation of transit motor buses and/or facilities, owned and/or leased by the Second Party, including but not limited to, pollutants emissions control, storage and/or disposal or waste, fluids, fuels, oil, and chemicals in general. The Second Party shall be responsible for compliance with all Occupational Safety and Health Administration (OSHA) regulations. The Second Party will hold the State harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

19. Facsimile Agreement: The Parties agree that facsimile, email, or photocopies of signatures and initials are acceptable and shall be binding and construed as if originals.

The Parties hereto have set their hands on the day and year indicated.

STATE OF CONNECTICUT
Department of Transportation

By: _____
Richard W. Andreski
Bureau Chief
Bureau of Public Transportation

Date: _____

Town of Colchester

By: _____
Arthur Shilosky
First Selectman

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
EXPRESS FINDING
PURSUANT TO SECTION 13b-35 OF THE
GENERAL STATUTES OF CONNECTICUT, AS REVISED

BE IT KNOWN, THAT I, James Redeker, Commissioner, intend to exercise the powers conferred by Subsection (a) of Section 13b-34 of the General Statutes of Connecticut, as revised, and herewith make the Express Finding, pursuant to Section 13b-35 of the General Statutes of Connecticut, as revised, that:

1. The transportation facilities in the State of Connecticut with respect to which the powers are to be exercised may be discontinued, disrupted or abandoned in whole or in part.
2. The discontinuance, disruption or abandonment of such facilities will be detrimental to the general welfare of the State.
3. The exercise of such powers is essential to the continuation and improvement of such necessary transportation.
4. To insure that the specific transportation services for elderly/disabled persons will be operated in the manner required by the general welfare of the State, State assistance must be provided.

In accordance with the Express Finding herein made, I intend to enter into an agreement with Town of Colchester to provide financial assistance in an amount that is eighty percent (80%) of the total Project Equipment cost, not to exceed Fifty-three Thousand Six Hundred Dollars (\$53,600), for the period January 1, 2018 through December 31, 2024.

Dated at Newington, Connecticut, this _____ day of _____, 20_____.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

James Redeker
Commissioner

ATTACHMENT 1

The following information is provided to explain the options available for procurement of vehicles when Federal Transit Administration (FTA) funding is involved. It is NOT an official regulation, but an attempt to explain in plain language the options available to FTA grant subrecipients for the Section 5310 program.

Subrecipients can procure their vehicles through:

Option A - Purchase from vehicle options available on contract procured using an FTA compliant competitive process.

Option B - Conducting a small purchase procurement for less than \$100,000

Option C - Conducting a procurement for over \$100,000

Many of the requirements do not take effect until the procurement is greater than \$100,000. But, even though the Federal Grant awarded may be less than \$100,000, if the items being procured are included in a purchase for more than \$100,000, then option B can no longer be used.

Option A Purchasing a vehicle off of a contract procured using an FTA compliant competitive process.

Some transit districts in Connecticut procure small buses and vans using a competitive process that is reviewed by FTA and include an allowance for other public and non-profit entities using FTA funding (grantees) to purchase off of their contract. The advantage is that the process is already in place, so it is relatively easy for the grantee to procure a vehicle without dealing with the extra burden of ensuring compliance with the federal procurement requirements. There may also be an advantage to being part of a larger vehicle order, with set prices which may be lower than if purchasing only one or two vehicles. Disadvantages are that grantees can only choose from the vehicle types (small bus or converted high-top vans) and options available on the contract.

Option B Conducting your own procurement for less than \$100,000

If the total procurement is not greater than \$100,000, the grant recipient may follow the **small purchase process** which is described below:

1. The Second Party shall develop a generic specification which will encourage participation by as many vendors as possible. Specifications must include all applicable federal mandates. The Second Party must ensure that the specifications have not been written with a specific vehicle or vendor in mind.
2. The Second Party shall select a minimum of three (3) (if available) reputable prospective manufacturers/vendors and shall secure formal written quotes from them. These quotes:
 - must be attached to the vehicle specifications.
 - must itemize any vehicle options.
 - must be signed by the manufacturer/vendor.
 - must include a statement with the price quote which attests that the prices are valid for a minimum of ninety (90) days.

3. The Second Party must be able to demonstrate that contact has been made with several manufacturers/vendors extending beyond the Second Party's immediate area.

4. All information shall be forwarded to the State for comparison to price quotes received by purchasers of similar vehicles before initiating a purchase. At this time, the Second Party shall indicate the manufacturer/vendor from which the vehicle will be purchased. If bids come in over \$100,000, another procurement process must take place (See Option C), but documentation should still be forwarded to the State of the process that was followed and the bids received.

5. The State then can either provide a written approval or discuss the matter further with the Second Party until a resolution is reached and a written approval can be sent.

6. Once the procurement is approved by the State, a confirmed purchase order must be provided to the State within ninety (90) days, unless specified otherwise by the State. Purchase orders **must** state **model, make, year, delivery price, options floor plan and vehicle identification number**.

Option C Conducting your own procurement for more than \$100,000

- Sealed Bids
- Competitive proposals
- Noncompetitive proposals (sole source)
-

For any of these processes, please review **FTA Circular 4220.1F** November 1, 2008, rev. March 18, 2013 as well as FTA's Best Practices Procurement Manual, which can be found at <https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>.

Additional Options

Additional options for procurement may be available, such as purchasing off of the contracts in place with the Connecticut Department of Administrative Services or by purchasing off of a contract in another state (similar to Option A). Each of these options would require determining whether those contracts contain all the applicable FTA and State requirements.

Documentation – (How to satisfy an auditor, the State, and the FTA)

1. Vehicle procurement
 - a. The requisition (or purchase request).
 - b. What specifications were used?
 - c. When were quotes requested?
 - d. From whom were the quotes requested?
 - e. When were quotes received?
 - f. What quotes were received?
 - g. Copy of the written approval from the State.
 - h. Copy of the purchase order.

2. Reimbursement from the State

There must be a fully executed Agreement between the State and the Second Party, and the vehicle must be delivered before payment can be requested. Information on the documentation required to request payment from the State for the vehicle is summarized below and is subject to change:

1. An executed Agreement between the State of Connecticut and the recipient.
2. A Receipt of Vehicle Delivery.
3. A completed and signed Invoice Summary Processing (ISP) Form.
4. A completed and signed Vehicle Acceptance Form.
5. A copy of the manufacturer/vendor invoice.
6. A completed Post-Delivery Federal Motor Vehicle Safety Standards Certification Requirement form.
7. A completed Post-Delivery Purchaser's Requirements Certification form.
8. A completed Post-Delivery Buy America Certification Requirement form.
9. A completed "ACORD" Certificate of Insurance form.
10. Two copies of the Certificate of Origin(s) – one from the manufacturer and one from the procurer.

APPENDIX "A"
Administrative and Statutory Requirements

1. Insurance. With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractor(s), the Second Party will be required to carry, and it shall ensure its subcontractor(s) carry, the insurance coverage included in paragraphs (a), (b) and (c) below, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and/or (b) below, at no direct cost to the State. In the event the Second Party secures excess or umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and (b) below, the State of Connecticut shall be named as an additional insured.

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars (\$1,000,000) single limit for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident or occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of (a) One Million Dollars (\$1,000,000) for vehicles with a seating capacity of ten (10) or less passengers, (b) One Million Five Hundred Thousand Dollars (\$1,500,000) for vehicles with a seating capacity of eleven (11) through fourteen (14) passengers, and (c) Five Million Dollars (\$5,000,000) for vehicles with a seating capacity of fifteen (15) passengers or more, for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and such insurance shall include comprehensive and collision coverage to provide for repair and replacement of vehicle(s) funded under this Agreement.

(c) Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

In conjunction with the above, the Second Party agrees to furnish to the State a Certificate of Insurance on a form or forms **acceptable to** the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Second Party shall produce, within five (5) business days, a copy, or copies of all applicable insurance policies requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration, or termination of this Agreement.

With respect to activities performed directly and exclusively by the Second Party, the Second Party may request that the State accept coverage provided under a self-insurance program. The Second Party shall submit to the State a notarized statement, by an authorized representative:

- a) certifying that the Second Party is self-insured;
- b) describing its financial condition and self-insured funding mechanism;
- c) specifying the process on how to file a claim against the Second Party's self insurance program, including information of the name, title and address of the person to be notified in the event of a claim; and
- d) agreeing to indemnify and save harmless the State of Connecticut, its officials, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the Second Party under this Agreement with the State.

If requested by the State, the Second Party must provide any additional evidence of its status as a self-insured entity. If such self-insurance program is acceptable to the State, in its sole discretion, then the Second Party shall assume any and all claims as a self-insured entity.

2. Indemnification.

(a) The Second Party shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Second Party or Second Party Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Second Party's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Second Party shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Second Party shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Second Party or any Second Party Parties. The State shall give the Second Party reasonable notice of any such Claims.

(d) The Second Party's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Second Party is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Second Party shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Second Party shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State or the State of Connecticut is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

3. Governmental Immunity. Nothing in this Agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

4. Code of Ethics Policy. The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made part hereof.

The Second Party shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

(a) No person hired by the State as a consultant or independent contractor shall:

- (1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
- (2) Accept another State contract that would impair the independent judgment of the person in the performance of the existing contract; or
- (3) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.

(b) No person shall give anything of value to a person hired by the State as a consultant or independent contractor based on an understanding that the actions of the consultant or independent contractor on behalf of the State would be influenced.

5. Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Second Party's request, the State shall provide a copy of these orders to the Second Party.

6. Litigation. The Second Party agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

7. Force Majeure. The term Force Majeure as employed herein shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Second Party and which by the exercise of due diligence the Second Party is unable to prevent or overcome.

In the event that the Second Party is rendered unable wholly or in part by a Force Majeure, as defined herein, to carry out its obligations under this Agreement, it is agreed that on notice to the State setting forth the particulars of such Force Majeure, in writing, the obligations of the Second Party to the extent affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

8. Jurisdiction and Forum. The Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State Connecticut. The Second Party waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

9. Non-waiver of State's Immunities. The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

10. Core Agreement/Contract Purchase Order. The Agreement itself is not an authorization for the Second Party to provide goods or begin performance in any way. The Second Party may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. The Second Party providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Second Party's own risk.

The Department shall issue a purchase order against the Agreement directly to the Second Party and to no other party.

11. Connecticut Required Contract/Agreement Provisions. When the Second Party receives State of Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Second Party shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

12. Maintenance and Audit of Records. The second party receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The second party receiving state funds must comply with Connecticut General Statutes (C.G.S.) § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each second party that expends a total amount of federal awards: 1) Equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations or a program specific audit (i.e. an audit of one federal program); 2) Less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each second party that expends a total amount of State financial assistance: 1) Equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) Less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

REQUESTS FOR EXTENSION In the event the second party is unable to submit their annual audit report to the State within the timeframe required by State law and regulations, the second party must request an approval for an extension beyond that deadline by submitting a written request for an extension, prior to the deadline, to:

State of Connecticut
Department of Transportation
Division of Internal Audits
Accounting Manager
2800 Berlin Turnpike
P. O. Box 317546
Newington, CT 06131-7546

A copy of the request must be sent to:

State of Connecticut
Department of Transportation
Bureau of Public Transportation
Transit Manager (Operations)
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited second party shall provide supplementary schedules with the following program/grant information: the program/grant number, State project number, Federal project number, phase, and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately.

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or local funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the second party agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request.** The audited second party must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The second party shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Report.

The State, including the State auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to this Agreement.

APPENDIX "B"
Federal Transit Administration Requirements

1. **No Government Obligation to Third Parties.** (1) The State and the Second Party acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the State, Second Party or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.

(2) The Second Party agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. **Program Fraud and False or Fraudulent Statements and Related Acts.**

a. The Second Party acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Second Party certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Second Party further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Second Party to the extent the Federal Government deems appropriate.

b. The Second Party also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Second Party, to the extent the Federal Government deems appropriate.

c. The Second Party agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. **Access to Records and Reports.** The Second Party agrees to provide the State, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives, including any PMO Contractor, access to any books, documents, papers, and records of the Second Party with are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Second Party's also agrees, pursuant to the Second Party's records and construction sites pertaining to a major capital project, defined at 49 U.S.C.5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

The Second Party shall make available records related to the Agreement to the State, the Secretary of Transportation, and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Second Party agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Second Party agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Second Party agrees to maintain same until the State, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. **Federal Changes.** The Second Party agrees to comply, at all times, with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the State and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Second Party's failure to so comply shall constitute a material breach of this Agreement.
5. **Civil Rights Requirements.** As a condition to receiving federal financial assistance under the Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulation of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this Agreement.
6. **Disadvantaged Business Enterprise (DBE).** The Second Party hereby acknowledges and agrees to comply with "Agreements With Goals Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers For Federal Funded Projects" dated October 16, 2000, attached hereto and hereby made a part of this Agreement.
7. **Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract/agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Second Party shall not perform any act, fail to perform any act, or refuse to comply with any of the State's requests which would cause the State to be in violation of the FTA terms and conditions.
8. **Suspension or Debarment.** Suspended or debarred contractors, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of the owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of Federal or State funds:

- 1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Has not within the prescribed statutory time period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) 2) of this certification; and
- 4) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

- 1) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

9. Lobbying. "Certification for Federal-Aid Contracts – Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Second Parties who apply or bid for an award of \$100,000 or more shall file the "**Certification Regarding Lobbying,**" attached hereto, as required by 49 CFR Part 20 and in accordance with U.S. DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

10. Clean Air. (1) The Second Party agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Second Party agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Second Party also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Clean Water Requirements. The Second Party agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Second Party agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

The Second Party also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12. Contract Work Hours and Safety Standards Act.

(1) Overtime Requirements: The Second Party or its subcontractor contracting for any part of the services to be provided under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (1) of this Article, the Second Party and any of its subcontractors responsible therefor shall be liable for the unpaid wages. In addition, the Second Party and its subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Article, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.

(3) Withholding for Unpaid Wages and Liquidated Damages: The State upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Second Party or its subcontractors under any such contract or any other Federal contract with the Second Party, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Second Party, such sums as may be determined to be necessary to satisfy any liabilities of the Second Party or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.

(4) Subcontracts: The Second Party or its subcontractors shall insert in any contracts the clauses set forth in paragraphs (1) through (4) of this Article and also a clause requiring the Second Party or its subcontractors to include these clauses in any lower tier contracts. The Second Party shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (1) through (4) of this Article.

13. Transit Employee Protective Provisions.

- a. The Second Party agrees to comply with applicable transit employee protective requirements as follows:
 - (a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Second Party agrees to carry out the transit operations work on the underlying contract/agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract/agreement and to meet the employee protective requirements of 49 U.S.C. § A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract/agreement. The Second Party agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of the subsection (1), however, do not apply to any contract/agreement financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this Article.
 - (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310 (a)(2) for elderly Individuals and Individuals with Disabilities – If the contract/agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract/agreement, the Second Party agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Second Party agrees to perform transit operations in connection with the underlying contract/agreement in compliance with the conditions stated in the U.S. DOL letter.
 - (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas – If the contract/agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Second Party agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- (2) The Second Party also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

- 14. Charter Bus Requirements.** The Second Party agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- 15. School Bus Requirements.** Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, the recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- 16. Drug and Alcohol Testing.** The Second Party agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Connecticut, or the State, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Second Party agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports to the State. To certify compliance the Second Party shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- 17. Alcohol Misuse and Prohibited Drug Use.** The Second Party agrees to establish and implement an anti-drug and alcohol misuse program that complies with the Federal Transit Administration's regulation, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations", as required under 49 CFR Part 655, that implement 49 U.S.C. §5331.
- 18. Energy Conservation.** The Second Party agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 et. seq. and 49 CFR Part 18.
- 19. Recycled Products.** The Second Party agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 20. Americans With Disabilities Act.** This clause applies to those second parties who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of this Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of this Agreement as it may be amended, will render this Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.

The Second Party agrees to comply with 49 U.S.C. § 5301(d), which states that the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. These regulations provide that no handicapped individual, solely for reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity including or resulting from this Agreement.

21. Notification of Federal Participation. To the extent required by law, the State agrees that any request for proposals, solicitation, award notice, press release, or other publication involving the distribution of FTA assistance for the Program or Project having an aggregate value of \$500,000 or more, shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as may be applicable, and the amount of Federal assistance FTA provided.

22. Privacy Act. (1) The Second Party agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 522a. Among other things, the Second Party agrees to obtain the express consent of the Federal Government before the Second Party or its employees operate a system of records on behalf of the Federal Government. The Second Party understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

(2) The Second Party also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

23. State and Federally Funded Capital Projects. With the prior written approval of the State, the Second Party shall undertake capital projects utilizing its own forces and equipment, or, with the prior written approval of the State, the Second Party may subcontract on behalf of the State to effect the procurement of capital goods or services. All capital projects undertaken in accordance with this Agreement shall be governed by all applicable State and federal laws and regulations. With respect to capital projects, the Second Party will adhere to the scope of work and cost estimates as approved in writing by the State. When undertaking capital projects utilizing federal funds, the Second Party and its subcontractors will be governed by the rules and regulations of the Federal Transit Administration's "Grant Management Guidelines for Grantees-Circular 5010.1E", dated July 21, 2017, and "Third Party Contracting Guidelines-Circular C4220.1F", dated March 13, 2013, and the following:

- a. **Federally-Required Certifications and Assurances.** The signature on this Agreement by the Second Party shall constitute certification that the Second Party, will comply with the federal regulations listed in this **Appendix "B"** and that the Second Party will ensure to pass through these federal regulations, as applicable, to its contractors financed in whole or in part with Federal assistance provided by the U.S. Department of Transportation.

- b. Title of Capital Equipment. Title of the equipment will be maintained by the State. The Second Party shall not transfer title of any capital equipment to any Third Party without the prior written approval of the State.
- c. Use of Capital Equipment. The capital equipment shall be used exclusively in operations provided under the terms of this Agreement or under conditions approved by the State.
- d. Motor Vehicle Safety Standards. Motor vehicles purchased or utilized by the Operator for purposes of this Agreement will comply with the Motor Vehicle Safety Standards as established by the U.S. Department of Transportation.
- e. Federal Vehicle Requirements. When new motor vehicles are purchased with grant funds, the Second Party will submit a certification in writing that:
 - (a) The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required and also meet the demands of all auxiliary power equipment.
 - (b) All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
 - (c) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tailpipe with the vehicle in steady operation.
 - (d) When the vehicle has been idled for three (3) minutes and then accelerated to 80 percent of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.
 - (e) No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Agreement or to any benefit arising therefrom.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT



POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy. The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee. All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or

subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term “gift” to limit the application of the so-called “gift to the State” exception. In general, “gifts to the State” are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a “gift to the State,” DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any “business with which they are associated.” In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.

9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*

- ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
- ***Prohibited Representation:*** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. ***Ethical Considerations Concerning Bidding and State Contracts:*** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:
 - With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
 - Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole

intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and

- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)


Ralph J. Carpenter
COMMISSIONER

TITLE VI CONTRACTOR ASSURANCE

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

AGREEMENTS WITH GOALS
SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised — October 16, 2000

NOTE: Certain of the requirements and procedures stated in this special provision are applicable prior to the execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. “CDOT” means the Connecticut Department of Transportation.
- B. “DOT” means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (“FHWA”), the Federal Transit Administration (“FTA”), and the Federal Aviation Administration (“FAA”).
- C. “Broker” means a party acting as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.
- D. “Contract,” “agreement” or “subcontract” means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.
- E. “Contractor,” means a consultant, second party or any other entity doing business with CDOT or, as the context may require, with another Contractor.
- F. “Disadvantaged Business Enterprise” (“DBE”) means a small business concern:
 - 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. “DOT-assisted Contract” means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- H. “Good Faith Efforts” means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation (“CFR”) Part 26 — “Guidance Concerning Good Faith Efforts,” a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.
- I. “Small Business Concern” means, with respect to firms seeking to participate as DBEs in DOT- assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (“SBA”) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

- J. “Socially and Economically Disadvantaged Individuals” means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - ii. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

- A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the DOT deems appropriate.
- B. The Contractor shall cooperate with CDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs” (“49 CFR Part 26”), as revised. The Contractor shall also cooperate with CDOT and DOT in reviewing the Contractor’s activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- C. The Contractor shall designate a liaison officer who will administer the Contractor’s DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CDOT’s Division of Contract Compliance.
- D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT’s Division of Contract Compliance for the type(s) of work they will perform.

- E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from CDOT's unit administering the Contract, CDOT will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.
- F. At the completion of all Contract work, the Contractor shall submit a final report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the CDOT unit administering the Contract detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:
 - 1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
 - 2. A detailed statement, including documentation of the efforts made to contact and solicit bids/proposals with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
 - 3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
 - 4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contract specified goal.
 - 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.
- G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of CDOT, no reduction in payments will be imposed.
- H. All records must be retained for a period of three (3) years following acceptance by CDOT of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of CDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.
- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, CDOT requires the following:

- A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.
- B. Contract goal for DBE participation equaling 0 percent of the total Contract value has been established for this Contract. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under Contract in accordance with 49 CFR Part 26, Subpart C, Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, or document a plan which indicates how the Contractor intends to meet the goal in the future phase(s) of the work, the Contractor must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

- C. Prior to execution of the Contract the Contractor shall indicate, in writing on the forms provided by CDOT to the Director of Contract Administration or CDOT's unit administering the Contract, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform and the dollar amount of participation. This information shall be signed by the named DEE and the Contractor. The named DBE shall be from a list of certified DBEs available from CDOT. **In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.**
- D. The prime Contractor shall provide a fully executed copy of each agreement with each DBE named to achieve the goal indicated in III-B to CDOT's unit administering the Contract.
- E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to CDOT's unit administering the Contract which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by CDOT's unit administering the Contract) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.
- F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising CDOT's unit administering the Contract in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.
- G. When a DBE is unable or unwilling to perform or is terminated for just cause the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

- H. In instances where an alternate DBE is proposed, a revised submission to CDOT's unit administering the Contract together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the CDOT with:
 - 1. An executed "Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit" (sample attached), and
 - 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.
- C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

- A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:
 - 1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract provided that the fee or commission is determined by the CDOT to be reasonable and consistent with fees customarily allowed for similar services.
 - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

- A. If the Contractor does not document commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B before execution of the Contract, or document a plan which indicates how the Contractor intends to meet the goal in future phase(s) of the work, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. Execution of the Contract will proceed if the Contractor's good faith efforts are deemed satisfactory and approved by CDOT. To obtain such an exception, the Contractor must submit an application to CDOT's Director of Contract Administration or CDOT's unit administering the Contract, which documents the specific good faith efforts that were made to meet the DBE goal. Application forms for Review of Pre-Award Good Faith Efforts are available from CDOT's Division of Contract Administration.

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;
2. a statement setting forth all parts of the Contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid or submit proposals;
8. a statement setting forth the facts with respect to each DBE bid/proposal received and the reason(s) any such bid/proposal was declined;
9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

- B. All applications shall be submitted to the Director of Contract Administration or CDOT's unit administering the Contract. Upon receipt of the submission of an application for review of pre-award good faith efforts, CDOT's Director of Contract Administration or CDOT's unit administering the Contract shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.
- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Director of Contract Administration or CDOT's unit administering the Contract, P.O. Box 317546, Newington, CT 06131-7546. The Director of Contract Administration or CDOT's unit administering the Contract will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Director of Contract Administration or CDOT's unit administering the Contract within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**
- D. Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a Bidder/Contractor must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder/Contractor can meet this requirement in either of two ways. First, the Bidder/Contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder/Contractor can document adequate good faith efforts. This means that the Bidder/Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a Bidder/Contractor that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Contractor has made. The efforts employed by the Bidder/Contractor should be those that one could reasonably expect a Bidder/Contractor to take if the Bidder/Contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

- III. The Department also strongly cautions you against requiring that a Bidder/Contractor meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the Bidder/Contractor makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the Bidder/Contractor's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The Bidder/Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder/Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
 - D. (1) Negotiating in good faith with interested DBEs. It is the Bidder/Contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A Bidder/Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder/Contractor's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the Bidder/Contractor of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- V. In determining whether a Bidder/Contractor has made good faith efforts, you may take into account the performance of other Bidder/Contractors in meeting the Contract. For example, when the apparent successful Bidder/Contractor fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder/Contractor could have met the goal. If the apparent successful Bidder/Contractor fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidder/Contractors, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder/Contractor having made good faith efforts.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
DBE SUPPLIER/MANUFACTURER AFFIDAVIT

This affidavit must be completed by the State Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DEE Contract requirements; failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No. _____

Federal Aid Project No. _____

Description of Project _____

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or organization)

of which I am the _____, certify and affirm that _____
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(DBE person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by _____.
(State Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Organization or Firm)

(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____ day of _____ 20____

Notary Public (Commissioner of the Superior Court)

My Commission Expires

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that _____ who signed said instrument on behalf of the Organization, was then _____ of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

(Signature of Person Certifying) (Date)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
[Enter Name]

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). The Standard Form LLL is available at the Office of Budget and Management's website at http://www.whitehouse.gov/omb/grants_forms/. Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and
[Enter Name]

accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Note: For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State.

Town of Colchester Interoffice Memo

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: December 1, 2017
Re: Transfer Station – Take2 Inc. Electronics Proposal & Fee adjustment request.

In conjunction with providing enhanced services at the Transfer Station in regard to disposal of certain items, the Department is always looking for opportunities for the residents to save money while properly disposing of materials in accordance with State of Connecticut regulations. Such an opportunity has arisen in regard to collection and disposal of CFC containing appliances, (i.e. refrigerators, freezers and air conditioners). Presently there is a charge per device that is required to recover the Freon (CFC) from the appliance prior to disposal of \$10 per appliance. This recovery is conducted by an outside subcontracted service and the cost and fee has been the same.

As part of the Electronics recycling program, the current vendor (NuTech technologies of New Jersey) provides only electronic recycling, recovery and reimburses the Town a price of \$ 0.02 per pound of for certain electronics products. The Town pays for light bulb disposal (utilizing NLR of East Windsor) and CFC recovery as noted above.

In researching in-state firms that conduct the Electronics recycling program that could increase the reimbursement rate returned to the Town, the Department has receive a proposal from Take2 Incorporated of Waterbury, CT. Take2 is a permitted State of Connecticut DEEP vendor and is at State of Connecticut DAS contracted vendor also.

The basis of the proposal would increase the reimbursement rate to \$0.03 per pound for covered electronics, removal of CFC appliances for no charge, and disposal of lighting at no charge to the Town. I would recommend that the Town approve of the proposal and utilize Take 2 Inc. of Waterbury, CT for the electronics recycling services and other services provided in the attached proposal dated 11-28-17 at the Transfer Station.

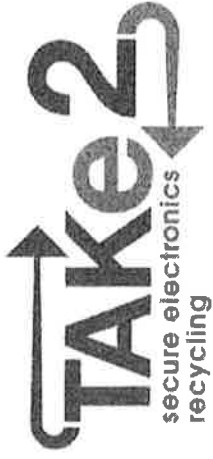
The general operational guideline of the Transfer Station has been to operate at cost and to pass on any savings to the residents of the Town. At the present time, the only fee to be adjusted would be the reduction of the fee for CFC containing appliances from \$10.00 per appliance to \$ 0.00 (free) per appliance.

Proposed Motion: Town of Colchester Board of Selectmen approve of the proposal and utilize Take 2 Inc. of Waterbury, CT for the electronics recycling services and other services as provided in the attached proposal dated 11-28-17 at the Transfer Station; and that Fee structure for CFC containing appliances be changed from \$10.00 per appliance to \$0.00 per appliance, for receiving of these appliances at the Colchester Transfer Station.

TAKE2
secure electronics
recycling



ELECTRONICS RECYCLING WITH
PURPOSE



Who is Take 2 Inc.

- Connecticut based Covered Electronics Recycler
- DAS State contracted vendor
- Woman Owned Small Business Enterprise
- Providing Careers and Job Training to students and adults with disabilities
- Founded in 2013

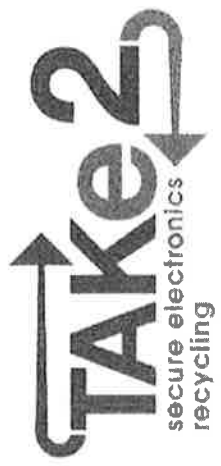
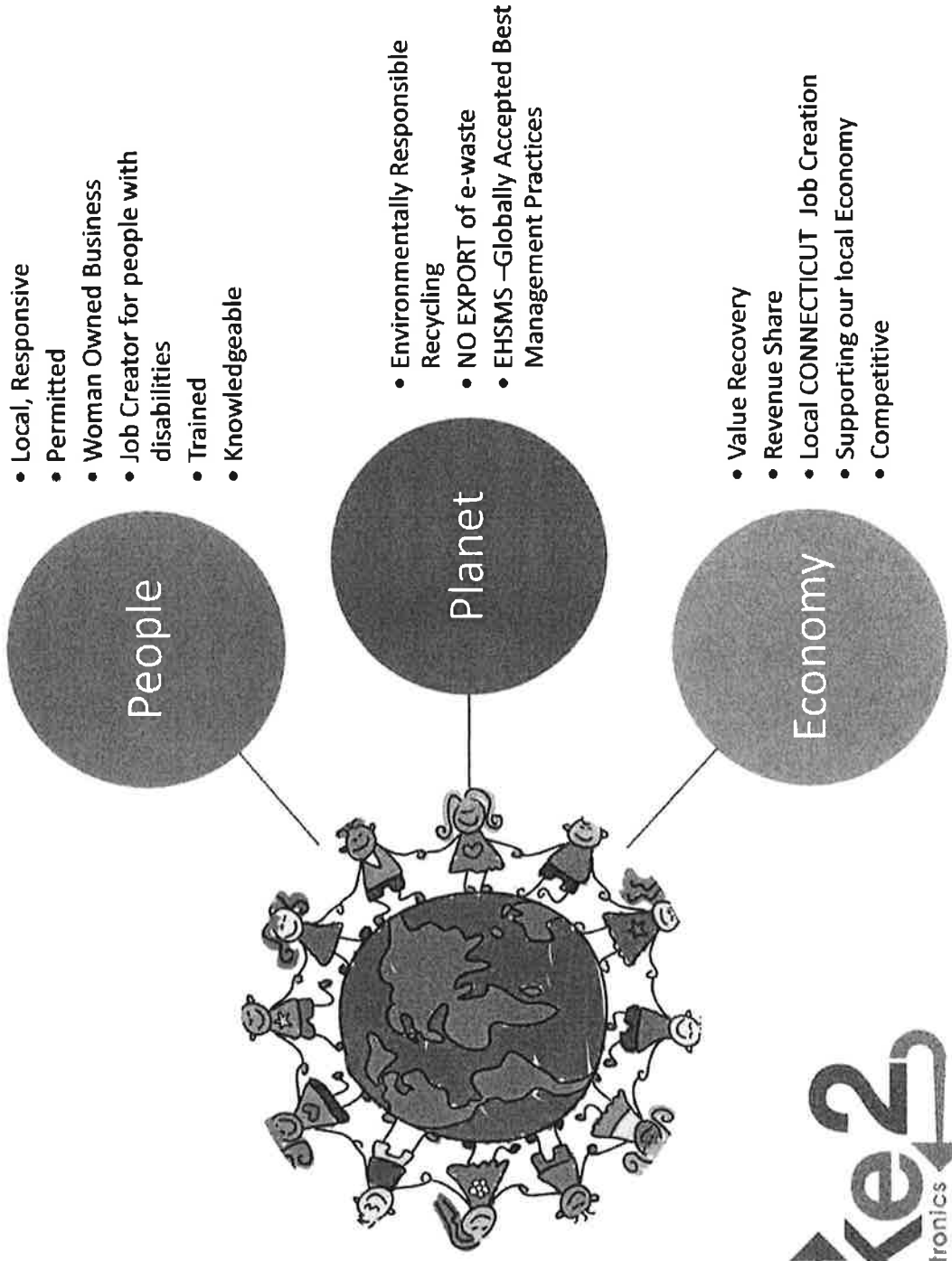


Take 2 & Chapel Haven

Creating Meaningful Jobs Together

- Provide career opportunities and job training
- Provide FREE employee e-waste recycling events at client locations
- Provide FREE educational presentations & events to schools and organizations throughout the State
- Provide Mobile Hard Drive Shredding

So, What's the **TRIPLE BOTTOM LINE**?





secure
electronics
recycling

PLEASE PLACE ITEMS IN DESIGNATED BINS
OR ON DESIGNATED PALLETS

Residential Electronics Recycling

Accepted Electronics:

Computers
Monitors
Printers
Televisions
VCRs
DVD Players
Copiers
Fax Machines
Scanners
Video Game Machines

iPods/PDAs
Modems
Keyboards
Computer Mice
Stereo Equipment
Telephones
Cellphones
Cameras
Tablets & e-Books
Microwaves
Other small appliances

Not Accepted:

NO Smoke Detectors

NO Hazardous Materials (no lighter fluid, liquids, paint, etc.)

Call us with questions, comments or suggestions.

Like us on Facebook for up to date information on special events in your area.

✓ Email US at info@take2recycle.com

✓ Call Toll Free: 1-800-209-9322

✓ visit us on line at Take2Recycle.com



**Schedule of Services
for the Town of Colchester
11-28-17**

Services	Rebates:	Units
Covered Electronic Devices (CEDs)		
Televisions	\$ 0.03	Per Pound
Monitors	\$ 0.03	Per Pound
Computers (desktop & Laptop)	\$ 0.03	Per Pound
Printers	\$ 0.03	Per Pound
Non-Covered Devices (Non-CEDs)		
All other residential electronic devices including but not limited to: phones, peripherals, stereo equipment, video game machines, DVD players and other electronic devices	\$ 0.00	Per Pound
Municipals/BOE Electronics		
Municipal and BOE Electronics See State Contract #14PSX0310	See State Contract for Rebates & Fees	Per Pound
Freon Containing Devices		
Dehumidifiers, Water Coolers Refrigerators, Air Conditioners	\$ 0.00	Per Pound
Other Optional Value Added Services Available Upon Request		
Household Universal Waste Lamps	FREE	
Household Universal Waste Batteries	FREE	
One-Day Recycling Events	FREE -all packaging, labor, and logistics provided by Take 2	
Signs for Container Listing Accepted & Unaccepted Materials	FREE	
Transportation		
Pick up at Collection Site	\$0.00	Per Pick Up
Packing Materials		
Gaylord Boxes for Storage of E-Waste	\$0.00	Each
Pallets for Storage of E-Waste	\$0.00	Each
4 & 8 ft Fiber Drums	\$0.00	Each
Fiber Cubes	\$0.00	Each
5 and 30 gallon drums	\$0.00	Each
Sorting Palletizing, Stretch wrapping, and loading are done by our personnel at no additional charge. All packing materials are changed out and replenished at each pick up and container is left in broom clean condition at no additional charge.		
Training to T.S. Staff as required by CT Law		
Universal Waste & E-Waste Management Training	FREE	1 per year



Colchester Consumer Electronics Proposal – Description of Services

SUPPLIES:

Take 2 sets up each performance location with gaylord boxes, drums, and pallets to meet the storage capability of each ground level storage container or other preferred on-site storage. Take 2 provides fiber drums and collection bins for Universal Waste lamps and batteries, in accordance with each performance site's historical collection rates. Full and almost full containers are changed out at each service.

LABOR

Take 2 provides all labor and equipment for loading, pick up and transportation of collected electronics and universal waste. Our drivers are all trained in safe Universal Waste handling and management and proper collection and separation requirements for CEDs, Non-CEDs, and other materials collected as part of the residential collection programs.

SERVICE

Take 2 will provide services to each town on a pre-arranged schedule or on an on-call basis. Take 2 maintains a dedicated customer service team with over 10 years of experience managing the drivers' schedules and coordinating directly with performance site personnel, municipal recycling coordinators, public works personnel and others involved in the coordination and management of successful collection programs. Our team is in regular communication with on-site contacts to schedule routine pick ups and service to meet the needs of each performance site, as well as managing any unforeseen spikes in collection requiring immediate service.

TRAINING

Take 2 provides "Universal Waste and E-Waste Management Training" to Connecticut municipalities. Participation in these training sessions ensures that employees are aware of the requirements for handling and managing Universal Waste. The training also covers the rules under Connecticut's e-waste recycling law, for collection, storage, separation, & security.

Take 2 Inc.
567 South Leonard Street, Building-1 Waterbury, CT 06708
Phone: 203-286-5757 Fax: 203-286-5756 www.take2recycle.com



ADDITIONAL SERVICE

Take 2 currently transports household appliances, such as air conditioners and refrigerators that contain CFCs to a facility that is approved to perform the evacuation and recycling. Take 2 is currently working through a third party to provide complete evacuation and recycling services. We provide this service because of the overwhelming response from Connecticut municipalities to provide this service.

SERVICES TO SCHOOLS AND GOVERNMENT BUILDINGS

Take 2 will provide direct service to schools and municipal buildings, including providing all collection materials, packaging, loading, transportation and recycling services for all electronics and universal waste generated by schools and municipal buildings. Service will be coordinated by our customer service team and provided directly to each of the schools and municipal buildings. Personnel from the schools and municipalities, including representatives from facilities, maintenance, janitorial, and administration will all receive training on the proper handling and management of materials generated at their locations and collected through this program. Take 2 offers recycling, asset management and data destruction services.

ONE-DAY COLLECTION EVENTS

Take 2 will provide one-day collection events to each municipality upon request. Take 2 management has 10 years of experience planning and managing successful residential collection events ranging from small events with 200 attendees to events with 3,000 attendees. Take 2 will provide assistance with planning and promotion of each event. Take 2 will arrange for all logistics, materials, signage, traffic cones and on site collection personnel (unloading of vehicles), loading and transportation at no charge to the municipality.

REPORTS

Take 2 will provide monthly reports that include the total weight of material collected by device type. Reports are distributed on or around the 10th of each month.

REBATES

Rebate checks are distributed quarterly.

PROGRAM MANAGEMENT

Take 2 will provide all direct customer support, on-site service, packing, transportation and reporting HRRR member municipalities. Take 2 management is accessible to municipal representatives 24 hours per day 7 days per week. Each town will be given the work phone, cell phone and email contact for Take 2 Inc. CEO and Take 2 Inc.'s Legislative Program Manager.

Take 2 Inc.
567 South Leonard Street, Building-1 Waterbury, CT 06708
Phone: 203-286-5757 Fax: 203-286-5756 www.take2recycle.com



TAKE 2 INC. REFERENCES

Ginny Walton, Town of Mansfield
Ph: 860-429-3333 or 3332, cell: 860-933-1677
waltonvd@mansfield.org

Bart Startup, Town of Waterbury
Ph: 203-574-8390, cell: 203-509-9683
bstartup@waterburyct.org

Dan Colleluori, City of Stamford
Ph: 203-977-4117, cell: 203-223-8497
dcolleluori@ci.stamford.ct.us

Jennifer Carducci, Town of East Hampton
Ph: 860-267-4747
JCarducci@EastHamptonCT.Gov

Jay Lindy, Town of Andover
Ph: 860-742-730, cell: 860-742-4049
AndoverBuilding@comcast.net

Jim Prescott, Town of Lebanon
Ph: 860-642-7901, cell: 860-966-6029

John Butrymovich, Town of Bolton
Ph: 203-808-2327, cell: 860-614-7775

All of these references are for cities and towns that Take 2 provides ongoing service to as an approved CER.

Take 2 would be happy to provide additional references upon request.

Take 2 Inc.
567 South Leonard Street, Building-1 Waterbury, CT 06708
Phone: 203-286-5757 Fax: 203-286-5756 www.take2recycle.com

Town of Colchester Interoffice Memo

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: December 1, 2017
Re: Well 3A Replacement Project - Design portion authorization – Sewer & Water Commission

In conjunction with RFP 2015-16 of the Well 3A replacement project, the Sewer and Water Commission has recommended in to the Board of Selectmen, that the design portion of the Well #3A be awarded to Weston and Sampson, Inc. for tasks 1-6 of the proposal dated July 14, 2017. (See Attached) This recommendation is detailed within the Minutes of the Sewer and Water Commission Meeting dated September 14, 2017. (See attached Minutes Item #8). As such the Board of Selectmen is required to authorize the First Selectman to sign the authorization for Weston & Sampson to commence the work in accordance with the fee proposal.

Proposed Motion: That Board Of Selectmen , acting upon the recommendation of the Sewer and Water Commission, award the design portion of the Well #3A replacement project ,as detailed in Tasks 1-6 of the fee proposal dated July 14, 2017, to Weston and Sampson in accordance with the Weston and Sampson response to RFP 2015-16 and Proposal for Engineering Services for the Permitting and Design of Well 3A dated July 14, 2017, in the amount of \$83,000, and authorize the First Selectman to sign all necessary documents.

July 14, 2017

James Paggloli, L.S.
Public Works Director
127 Norwich Avenue
Colchester, CT 06415

RE: Proposal for Engineering Services for the Permitting & Design of Well 3A

Dear Mr. Paggloli:

Weston & Sampson is pleased to submit this Proposal for Engineering Design and Construction Services including a Plan to conduct a Ground Water/Surface Water Study for the Town of Colchester Public Works Department in conjunction with the effort to permit the construction and activation of Replacement Well 3A. It is our understanding that the results of previous studies of the surface water bodies within the Canon Road well field will be provided to us by the Water Department. This Plan of Study incorporates the site survey and other information developed during preparation and submittal of the Well Site Suitability Certification Application to the Connecticut Department of Public Health and any conditions that may be imposed by them that impact this Study Plan.

Ground Water/Surface Water Study Plan

Meadow Brook Watershed Description

The Cabin Road Well Field lies entirely within the drainage basin of Meadow Brook. Meadow Brook drains an area of approximately 7,000 acres (10.9 sq. mi.) which includes the center of the Town of Colchester. Meadow Brook flows in a generally northwesterly direction and is culverted under Cabin Road and Tainter Hill Road before flowing around the edge of the Tainter Hill Road Water Treatment Facility. From there the brook passes under Route 16 (Middletown Road) and then enters Strong's Pond. The Meadow Brook drainage area is a subwatershed of the Salmon River watershed, a tributary to the Connecticut River.

Groundwater Study Plan

WSE has requested cost proposals from Stephen B. Church and Layne Well Drilling to drill and install up to five (5) 2.5" test wells in locations to be determined by WSE and the Colchester Water Department and as may be further required by CT DPH.

Upon approval of the Town's selection and contracting with the selected driller, WSE will coordinate a start date to meet at the Well 3A site and lay out the drilling plan with the driller. Each test well will be installed using the drive and wash method. Formation samples will be collected for each boring. It is anticipated that each test well will be drilled to an average depth of 66 feet. A 2.5" heavy wall steel casing and a 1.25" x 5' SST wire wrap screen will be left in place at each test well location.

Two test wells will be drilled at the proposed location of Well 3A. One test well at this location will be used as the pumping well, the other will be used to monitor changes in groundwater elevation during pumping. Three additional monitoring wells will be installed in relation to surface water and wetland features and upgradient areas of the well field.

In addition, pre-existing monitoring wells located on the well field within the property lines of the Canon Road well field will be evaluated for use for observation of groundwater elevations during the pump test. It is estimated that up to three such monitoring wells will be used for this purpose, depending on the condition of the well caps and sounding of the wells to be sure they are still functional prior to the pump test.

Pump Test

A four-hour pump test will be conducted by the well driller and will be coordinated with observation wells and surface water monitoring locations as described in the Surface Water Study Plan elsewhere in this Study Plan document.

Groundwater levels will be observed and recorded every minute during the first 30 minutes of the pump test; at ten minute intervals for the second 30-minute period and every 15 minutes thereafter for the duration of the pump test. Static observation of all test wells and at all surface water monitoring locations will be recorded prior to the initiation of pumping.

Water quality samples will be collected for analysis including Fecal Coliform, pH, temperature, alkalinity, iron and manganese, turbidity, total dissolved solids and specific conductivity. Additional parameters will be analyzed as may be required by CT DPH.

Surface Water Study Plan

Two staff gages will be installed along the alignment of Meadow Brook. An upstream gage will be installed at the culvert under Tainter Hill Road (MB1). A second gage will be installed at the edge of the brook north of the rip rap from the outlet of the never-used air stripping tower (MB2). If necessary, either a stilling basin or piezometer may be substituted for the staff gage at either or both locations, depending on site access limitations and level recording instrumentation availability. Staff gages will consist of commercially available fiberglass gages marked in tenths of a foot intervals, mounted to 1" x 3" wood stock and attached to metal stakes driven into the ground by hand. Each staff gage will be surveyed in to establish the relation of the gage readings to actual ground elevations at each site.

Periodic measurements of stream velocity will be made at each gage location over a period of two to four weeks to establish flow rating curves based on stream depth of flow. Velocity measurements will be produced using a Pygmy or ultrasonic meter. Velocity measurements will be used to compute stream flow based on the cross-sectional area of the brook at each location. During the pump test, stream depth measurements will be recorded prior to pumping and at 20 minute intervals thereafter for the duration of the pump test. Stream level observations or recordings will continue daily for 48 to 72 hours following the cessation of pumping to determine stream flow recovery evidence. All stream depth

Water quality samples will be collected at the two-hour point during the pump test at each gage location. Analyses will include all parameters listed for groundwater samples.

Preliminary and Final Completion Reports

A preliminary completion report will be prepared upon satisfactory completion of the pump test. All data and observations recorded during the pump test will be presented and analyzed to determine appropriate design criteria required for the design of a complete and operational replacement well 3A. The preliminary completion report will describe the design parameters and criteria proposed for use in the design of the

replacement well. As may be required, the preliminary completion report will be submitted to the Town for submittal to the CT DPH for review and approval to proceed with the design of the well.

As continued data collection may be required for up to one year or more following completion of the pump test, WSE will continue to monitor and record the monthly data as it is reported. To minimize costs related to data collection during the period following the pump test, it is suggested that Water Department personnel routinely assigned to work at the Tainter Hill Road facility assume the responsibility for data collection, recording and reporting.

Upon completion of all required data collection a Final Completion Report will be prepared and submitted to the Town for review and further processing as may be required with the CT DPH.

Well Design & Construction Proposal

Weston & Sampson Engineers, Inc. (WSE) is pleased to provide you with this proposal to provide Engineering Services relating to the design and construction management for Replacement Well 3A. The replacement well services reflect the level of effort necessary to install and permit the well pump, yard piping, controls, electrical supply and structural design for a pumping station for use at this well location. Based on data provided, the test well development, yield data and water quality information, all systems will be designed to meet CT DPH standards.

SCOPE OF SERVICES

1.1 Design Kick-off Meeting

- a. Conduct a kick-off meeting with the OWNER and conduct field visits to the well pump station to evaluate OWNER's needs for mechanical equipment, electrical system requirements, and all process equipment including pump, motor, well and delivery system, HVAC, building security and safety.
- b. Collect and review available data regarding system demand, use history, pressure data, well operations and maintenance information and OWNER preferences for the facility.

1.2 Prepare Preliminary Design

- a. Prepare a site plan showing the location of wetlands, streams, utilities, driveways, building elevations, hydrants, utility poles, fences and other surface and subsurface features.
- b. Prepare an implementation schedule for the construction of the project, including final design, permitting, approvals, bidding, construction and start-up. Develop a plan to minimize shutdowns during construction.
- c. Meet with the OWNER to discuss comments on the preliminary design layout and features, and project schedule. Incorporate comments. Submit revised layout for site for approval.

1.3 Final Design

- a. Prepare design plans and specifications for construction of Replacement Well 3A as recommended in the preliminary design. Details of the final design shall be defined in the Preliminary Design and any additional tasks as directed by the OWNER.
- b. Prepare Contract documents suitable for bidding for the well pump and pump station including the following:

1. Prepare site plan with piping details
 2. Prepare interior pump station mechanical, plumbing and process piping details
 3. Prepare details required for chemical feed systems.
 4. Prepare engineering functional description for the SCADA and instrumentation and control systems.
 5. Prepare an engineering design for the electrical system within the pump station to meet electrical code.
- c. Submit electronic copies of the draft documents to the OWNER at the 60% design level. Submit three sets of contract documents to the OWNER at the 90% design level. Meet with the OWNER to discuss comments as necessary. Incorporate review comments into the contract documents. Submit one set of final contract documents stamped by a registered CT professional engineer to the OWNER.
- d. Prepare a final opinion of probable construction cost for the PROJECT at the 90% submission.
- 1.4 Submit CT DPH Well Station Permit
- a. Prepare and submit the Department of Public Health, Public Water System General Application for approval permit.
- 1.5 Project Bidding and Award
- a. Provide and distribute electronic copies of the contract drawings and specifications to contractors as selected by the OWNER.
 - b. Attend the two (2) site visits and assist the OWNER: (1) In securing and tabulating bids for the Project; (2) in the review and analysis of the bid results; and (3) recommend the award of the contract or contracts for construction services.
- 1.6 Construction Oversight
- a. Prepare and conduct on behalf of the OWNER 2 – 3 field visits with mechanical, electrical and well contractors.
 - b. Provide up to 120 hours of field construction supervision as requested by the OWNER.
 - c. Review Pay requests from contractors as requested by the OWNER.
 - d. Provide as-built plans for the OWNER upon completion of the mechanical, electrical, structural and well contracts.
 - e. Provide 16 hours of start-up supervision for the OWNER with required contractors.
 - f. Develop an Operations Manual for all systems specified under this contract.

FEE PROPOSAL

Weston & Sampson proposed to complete the tasks described in this Proposal for a Lump Sum Fee of \$115,000. A breakdown of the anticipated costs associated with these tasks is provided below.

Task Description	Estimated Cost
1.0 Ground Water/Surface Water Study	\$10,000
2.0 Kick-off Meeting	\$3,600
3.0 Preliminary Design	\$3,000
4.0 Permitting	\$10,400
5.0 Final Design	\$48,000
6.0 Project Bidding and Award	\$8,000
7.0 Construction Oversight	\$32,000
TOTAL ESTIMATED COST:	\$115,000

SCHEDULE AND DELIVERABLES

Weston & Sampson will prepare a modification to our current contract for our services for this project for approval upon acceptance of our scope and budget. We anticipate that tasks 1 through 3 can be completed within 90 – 100 days. We would recommend an allowance of 4 – 6 months for the construction, start-up and project as-builts.

We understand the urgency to move this project forward and are prepared to commence immediately upon Town of Colchester authorization to proceed.

Please feel welcome to contact either Blake Martin or Joe McGinn should you have any questions regarding this proposal. Joe can be reached at 978-979-8933.

We look forward to continuing working with you on this project.

Very truly yours,



Blake Martin
Vice President

Cc: Chris Wester, WSE, Rocky Hill CT
Jack Jolls, WSE, Rocky Hill CT
Joe McGinn, WSE, Worcester MA



Colchester Sewer and Water Commission

Minutes of the September 14, 2017 Regular Monthly Meeting

**7:00 P.M Colchester Town Hall. Meeting Room
127 Norwich Avenue
Colchester, Connecticut**

Members Present: S. Coyle, R. Silberman, R. Peter, T. Hochdorfer, M. Hayes, M. Egan (7:09)

Members Absent:

Others Present: J. Paggioli (Public Works), Stan Soby (BOS Liaison) ,

Regular Monthly Meeting

1. **Call to Order-** Chairman Coyle called the meeting to order at 7:02 p.m.
Additions to the Agenda: Motion was made to add the approval of the Minutes for the May 11, 2017 Regular Meeting and Public Hearing by R. Peter, Seconded by M. Hayes and renumber accordingly. Motion carried 5-0.
2. **Approval of the Sewer and Water Commission May 11, 2017 Regular Monthly Meeting Minutes and Public Hearing** – Motion was made to approve the Minutes of the May 11, 2017 Regular Monthly Meeting and Public Hearing Minutes as submitted, by R. Peter, second by R. Silberman; Motion approved 5-0.
3. **Approval of the Sewer and Water Commission June 8, 2017 Regular Monthly Meeting Minutes and Public Hearing** – Motion was made to approve the minutes of the June 8, 2017 Regular Monthly Meeting Minutes as submitted, by R. Peter, second by T.Hochdorfer; Motion approved 5-0.
4. **Citizen's Comments** - None.
5. **Subcommittee Reports**
A. Finance – Transfers, Monthly financial reports, Quarterly billing, Disputes, other

Transfers – FY 16-17 Year End Transfers – Brief discussion occurred regarding the close out and year transfers as submitted. (See Attached) A Motion was made to Approve the FY 16-17 Year End Transfers as submitted by R. Peter and Seconded by R. Silberman. Motion carried 6-0.

Monthly Financials – A brief discussion occurred that there were no anomalies in the present monthly expenditures.

Quarterly Billing –As of 6/30/2017 we have billed out 99.5% of the projected budget FY 16-17 and collected 99.997% of the projected budget. The July FY 17-18 bills were sent, we have billed out 24.4% of the projected budget and collected 16.98% as of July 31, 2017.

Disputes: None.

6. Water Activities

A. Water Activities Report – June & July & Aug 2017.

- 1) Service Work: Mark outs, Samples –Dist. And Source, Finals. Profiles, Service Calls, Quarterly Readings conducted 6/2, respond to customers complaint issues,
- 2) New Developments, -. Northwoods 3 Units, 6 Buildings Nature's Way
- 3) Water Hauling – Halted with Voluntary Conservation Notice –Still in effect.
- 4) Backflow Cross Connections inspections-, correction verifications. Notice to billed questions
- 5) 2006 Vehicle sold and funds deposited.
- 6) Main breaks: none.
- 7) Consumer Confidence Report Mailed
- 8) Well #4 Brought on line.
- 9) Significant Markouts – ConnDOT Rt 85 paving. Structure risers acquired, State DOT to be billed at end of project in August. Work conducted and Billed out. Eversource Pole replacements.
- 10) Assist Installation Sanitary Sewer at 300 Old Hartford Road to Old Hebron Road
- 11) Quarterly readings conducted 9/4.
- 12) Inspection and assist WJMS Project.
- 13) Tapping 287 Lebanon Ave. – Water
- 14) Old aeration Tower removed
- 15) Test wells laid out for Well 3A
- 16) Research on SCADA systems.

B. Water Projects Status –

- 1) Park Place –Meter installations & Connection Fees at each lot rented and CO Issued.
- 2) Eastern WUCC draft document, ESA, Eastern WUCC Water Supply plan, representation at meeting. See item below.

7. Sewer Activities

A. Joint Facilities Report –Final close out cost to be completed by February Joint Facilities Meeting. Approximate Budget numbers discussed in regard to Capital Expenditures for the Treatment Plant and Annual Budget. As part of the FY 16-17 Budget, the cost of Capital Items Approved within the Sewer Operating Budget at the Joint Facilities Treatment Plant (Automatic Bar Screen, and Septage Automation Station) the Colchester portion were to be funded by use of the existing Sewer Capital Fund. At this point with the projects commencing, the need to appropriate the funds (\$117,500) is required.

Funds appropriated by BOS, Hebron billed for portion of RDT, Bar Screen and Septage Automation project (\$69,030) UPDATE Mr, Paggioli reported that the Department has received payment from The Hebron WPCA.

B. Sewer Activities Report – within the Collection System – No flow issues. Manholes Rings and raised 2 manholes in conjunction with Route 85 Milling and Paving Operation conducted by State of Connecticut. Found drop inlet structure dislocated within manhole in front of 348 South Main Street. Repaired. New Connection 287 Lebanon Ave. Review and Inspect. Wall Street manhole preparation for Pavement recycling. 12 Balaban Road update potential sale.

C. Sewer Projects Status – Discussion above.

8. Old Business

A) RFP 2015-16 Engineering Services Well 3A Project – Mr. Paggioli reported that the Well Site Certificate has been obtained from The State of Connecticut Department of Health for the location of Well 3A. Mr. Paggioli has also received the Weston & Sampson design estimate and proposal for final design services and construction services. Mr. Paggioli recommended that the Commission recommends to the Board of Selectmen that the Tasks 1-6 of the Fee Proposal for a total of \$83,000 be awarded at the present time. Dependent on the language within the contract documents, it can be reasonably expected that the services outlined in Task #7 be conducted by staff. Motion was made R. Peter and seconded by R. Silberman; That the Sewer and Water Commission recommend to the Board Of Selectmen the Design portion of Well #3A as detailed in Tasks 1-6 of the fee proposal dated July 14, 2017 be awarded to Weston and Sampson in accordance with the Weston and Sampson response to RFP 2015-16 and Proposal for Engineering Services for the Permitting and Design of Well 3A dated July 14, 2017 in the amount of \$83,000. Motion Made by R. Peter, Seconded by R. Silberman. Motion carried 6-0.

B) Prospect Hill Pump Station – Replacement of check valve and effluent grinding apparatus. Joint Facilities had noted the shaft for the grinder continues to drop in the inlet of the station. This usually indicates that the lower bushing has worn away or the lower housing needs to be replaced. New England Pump pulled the existing unit and found that the only the lower macerator head required replacement and that the upper grinding head was literally unused by to the flows being about half of capacity. The last time the unit required work/replacement was approximately 14 years ago. This reduced the cost to New England Pump and was conducted at a price of \$14,000. Work was conducted at low flow within the station and was completed. Mr. Paggioli explained that the Check Valve replacement became a more complex issue with the regard to removal/rebuild versus a remove/and new replacement scenario. The remove/new estimate is approximately \$30,000 with a down time of a 12 hour period overnight. The remove/rebuild option would estimate is approximately \$24,500 and would likely take up to 30 days dependent upon the

parts necessary for the rebuild. The Pump Station would only be operation on one pump during this time frame, leaving the potential for an emergency situation to occur. Discussion occurred and consensus was reached in lieu of the price differential, the need for stable operation of the pump station for the users of the system was paramount. After removal/new is conducted, then the rebuild can occur and the rebuilt check valve will be stored for use in the future at the station as a spare. Formalization of funding to be conducted at next meeting once documentation is submitted.

- C) **WUCC Report of Activities-** The Eastern WUCC has convened and specific to Colchester, Colchester has reaffirmed it's desired to maintain the Corporate Limits of the Town for its ESA (Exclusive Service Area) provider status. Selectman Approved, signed and transmitted to WUCC and DPH. Continued representation. Mr. Paggioli informed the Commission of the documentation that will be submitted to WUCC concerning the Colchester syste,

9. **New Business**

- A. **Joint Facilities Accounting** – Discussion occurred regarding the asset of the Joint Facility Waste treatment plant and the need for the Colchester Sewer and Water Commission to be able to either refer to it, as half owner of the facility and be able to report such as an asset of the Town of Colchester in regard to audit reporting. Mr. Paggioli informed the Commission that the Joint Facility is included within the audit report of the Town of East Hampton (the other co-owner), and in discussions with CFO Maggie Cosgrove, the best means to document the co-ownership asset would be to footnote the facility within the Colchester Audit and referral to the Town of East Hampton Audit for further information, such that there is not a redundancy of financial documents and work. The Commission agreed that the issue will be brought up at the next Joint Facility's meeting and copies requested for the Town of Colchester's use.
- B. **Recommendation of Sewer and Water Ordinance establishment.** Due to the relocation of the Sewer and Water Commissions grant of authority from a Town Chartered Board to an Ordinance Established Board within the proposed Town of Colchester Charter Revision referendum in November of 2017, the timing of the development and establishment of the Ordinance for the Sewer and Water Commission must be in place contingent upon and prior to the Charter Revision Referendum. This is required to ensure the continuity of the Commission and meeting schedule. The proposed language is attached. After discussion and typographical corrections being addressed a Motion was made by M. Egan, Seconded by R. Silberman to recommend to the Board of Selectmen the proposed Ordinance language for the establishment of the Sewer and Water Commission as a non-charter Appointed Board for the Town of Colchester. Motion passed 6-0.

10. Adjourn - Motion to adjourn, by R. Peter , second by T. Hochdorfer ; Motion approved 6-0. Chairman Coyle adjourned the meeting at 8:10 p.m.

Respectfully submitted,
James Paggioli, L.S.



OpenGov, Inc.
955 Charter Street
Redwood City, CA 94063
United States

Quote Number OG-00003318
Created Date 10/27/2017
Quote Expiration 11/15/2017
Contract Dates Effective Date: 11/1/2017
 End Date: 10/31/2022

Prepared By Brian May
Email bmay@opengov.com
Contract Term 60 Months

Customer Information

Contact Name Art Shilosky
Phone 8605377262
Email ashilosky@colchesterct.gov

Bill To Name Town of Colchester, CT
Bill To / Ship To 127 Norwich Avenue
 Weymouth, Connecticut 06415
 United States

Product	Contract Effective Date	Contract End Date	Annual Fee	Total Price
OpenGov ERP Integrations - GA - Between \$40-60 Million	11/1/2017	10/31/2022	USD 2,860.00	USD 14,300.00
OpenGov Intelligence Implementation for Tier 1 Accounting Systems	11/1/2017		USD 0.00	USD 2,565.00
OpenGov Reporting and Analysis - Between \$40-60 Million	11/1/2017	10/31/2022	USD 9,650.00	USD 48,250.00

Annual Fee	USD 12,510.00	First Term	USD 15,075.00
Billing Frequency	Annual	Grand Total	USD 65,115.00

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("**Agreement**") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("**OpenGov**"), and you, the entity identified above ("**Customer**"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Signature

Customer

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Terms and Conditions

Appendix A

OpenGov Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. OWNERSHIP. OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. CONFIDENTIALITY. Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the

Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. DATA LICENSE. Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

6. PAYMENT OF FEES. The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice, which shall be billed as of the Effective Date, **Taxes.** All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes.

7. TERM & TERMINATION

7.1 Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date and shall continue until the End Date specified on page one (1) of the Agreement. The Customer will be billed according to the Billing Frequency as specified above. Unless either party declines to renew in writing no less than thirty (30) days before the End Date, this Agreement shall renew for two (2) additional (1) year periods. The Customer will be billed on an annual basis for each twelve (12) month term. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party and (iv) it will not transfer any Personally Identifiable Information ("PII") to the Software Services platform.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF

SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

Appendix B

OpenGov Service Level Metrics

1. SCHEDULED DOWNTIME. When needed, OpenGov will schedule downtime for routine maintenance or system upgrades ("Scheduled Downtime") for its Services. OpenGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. OpenGov will notify Customer's designated contact at least twenty-four (24) hours prior to the occurrence of Scheduled Downtime.

2. SYSTEMS ACCESSIBILITY WARRANTY.

A. The Services will be accessible 99.9% of the time, 7 days of the week, and 24 hours per day, as calculated over a calendar month ("Systems Accessibility Warranty"). Such System Accessibility Warranty shall not apply to, and OpenGov will not be responsible for, any inaccessibility which: 1) results from Scheduled Downtime, including a maintenance period every Tuesday from 6:00pm Pacific Time to 11:00pm Pacific Time ; 2) results from a failure of equipment, software or services not under the direct control of OpenGov; 3) results from the failure of communication or telephone access service or other outside service or equipment not the fault of OpenGov; 4) is caused by a third party not under OpenGov' control; or 5) is a result of causes beyond the reasonable control of OpenGov, including any force majeure event. To the extent solely under OpenGov' control, OpenGov shall be responsible for monitoring and maintaining adequate controls over Customer Data transmissions and storage. OpenGov shall be solely responsible for setting applicable data processing and transmission parameters.

B. If the Services experience Downtime, then as Customer's sole and exclusive remedy, and OpenGov' sole and exclusive financial liability and obligation, Customer is entitled to a Service Level Credit equal as follows:

Monthly Uptime Percentage	Percentage of monthly bill for Services to be credited to future monthly bills of Customer
99.00% - < 99.9%	10%
95.00% - < 99.00%	25%
< 95.00%	50%

- "Downtime" means that for a valid request by our external verification service, made on no less than a minutely basis, results in a server error (HTTP status 5XX or the server response takes 3 or more minutes).
- "Downtime Period" means a period of fifteen consecutive minutes of Downtime. Intermittent Downtime for a period of less than fifteen minutes will not be counted towards any Downtime Periods.
- "Monthly Uptime Percentage" means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

C. To receive a Service Level Credit, Customer must submit a written request for Service Level Credits to Customer's designated account manager or the OpenGov support team. To be eligible, the request must (i) include the dates and times of each incident of Downtime experienced by Customer in the preceding month; and (ii) be received by OpenGov within thirty days after the end of the current monthly period in which the Downtime occurred.

D. Upon receipt of a Service Level Credit request in compliance with the above requirements, OpenGov shall have 30 days to review the request and to validate the information provided. If OpenGov determines in good faith that the Services failed to meet the Systems Accessibility Warranty as alleged in such a request, then OpenGov will apply such Service Level Credits to Customer's next billing period. Customer's failure to comply with the provisions of Section 2.C, above will disqualify it from receiving a Service Level Credit.

E. Customers whose accounts are past due, delinquent, and/or not in good standing at any time during the service month of a given service outage are not eligible for a credit.

APPENDIX C

OpenGov Support Services

1. **Support.** Customer support is available via email 12 hours per day, Monday through Friday, excluding OpenGov' corporate designated holidays. See below for a list of holidays observed by OpenGov. Problems may be reported any time, however, OpenGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time).
2. **Liaisons.** On or before the Activation Date, Customer and OpenGov shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. OpenGov will not be obligated to provide support to any person other than the Customer's designated liaison.
3. **Holidays.** OpenGov observes the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve.

Tricia Dean

From: Brian May <bmay@opengov.com>
Sent: Tuesday, November 28, 2017 9:37 AM
To: Art Shilosky
Cc: Robert Tarlov; Tricia Dean
Subject: Re: OpenGov

Hi Art,

Rob let me know that, as constituted you do not expect the 5 year, \$65k contract to pass next week.

If it overcomes the selectmen's concern, we are happy to do a 1 year, \$15k to get this deployed for the BOF, Selectmen, and your citizens using money that has already been allocated in this year's budget. Then, you can determine on a year but year basis whether to renew.

Additionally, I'm happy to connect you with other 1st Selectmen in CT who have deployed OpenGov to save money, modernize their budget process to take back flexibility and control from the state, create operational efficiencies, and increase engagement with their citizens.

Please let me know when you are available for a quick chat this week. Happy to be flexible to make this work for the town.

Alternately, if you are at CCM tomorrow we have a booth, I'll be there so feel free to drop in.

Thanks

Brian May
860.810.0122

sent from mobile, please excuse typos