Cindy Dupointe

From: Lisa Cappuccio
Sent: Monday, March 1, 2021 3:52 PM
To: Cindy Dupointe
Subject: FW: Section 5310 Agreement Package for Signature 1.06-23(21) Town of Waterford

Lisa L. Cappuccio, Director
Waterford Senior Services
15 Rope Ferry Road
Waterford, CT 06385
860-444-5839
www.waterfordct.org

From: Alasso, Amy R <Amy.Alasso@ct.gov>
Sent: Monday, March 01, 2021 11:38 AM
To: Lisa Cappuccio <lcappuccio@waterfordct.org>
Subject: RE: Section 5310 Agreement Package for Signature 1.06-23(21) Town of Waterford

Good Morning Lisa,

You do not need to fill out any of the info on the pages you mentioned below. The First Selectman needs to only fill out the signature page (page 11).

Thanks,

Amy Alasso
Transportation Planner 1
Bureau of Public Transportation
Office of Transit & Ridesharing
2800 Berlin Turnpike I Newington, CT 06111
860-594-2137

From: Lisa Cappuccio <lcappuccio@waterfordct.org>
Sent: Monday, March 01, 2021 11:33 AM
To: Alasso, Amy R <Amy.Alasso@ct.gov>
Subject: RE: Section 5310 Agreement Package for Signature 1.06-23(21) Town of Waterford

Hi Amy,

Agreement No. 1.06-23(21)
Core No. 21DOT0089AA
Duns No. 083343038

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
TOWN OF WATERFORD
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, Joseph J. Giulietti, Commissioner, acting herein by Dennis Solensky, Transit Administrator, Bureau Chief, duly authorized, hereinafter referred to as the "State", and Town of Waterford, eligible public body federally approved pursuant to Section 5310 of the Federal Transit Act, as amended, having its principal place of business at 15 Rope Ferry Road, Waterford, CT 06385, acting herein by Robert Brule, 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.

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, 2021 and extend through December 31, 2027, 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"**, and **the "Title VI Contractor Assurances/DOT Order No. 1050.2A"** *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-two Thousand Dollars ($52,000), 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-two Thousand Dollars ($52,000).

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-two Thousand Dollars ($52,000).

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.

If the subject vehicle is sold for more than $5,000, the Second Party must reimburse the Federal Transit Administration a proportionate share (80%) of the fair market value or the net sales proceeds. The Second Party must notify the Department if a vehicle is sold for more than $5,000 in order to arrange to return the funds to the Federal Transit Administration.

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:____________________________
Dennis Solensky
Transit Administrator
Bureau of Public Transportation

Date:____________________________

Town of Waterford

By:____________________________
Robert Brule
First Selectman

Date:____________________________

APPROVED AS TO FORM:

____
Attorney General
State of Connecticut

Date:______________________________

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. <u>Indemnification.</u>

(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 $750,000 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 $750,000 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. (see attached - "Supplementary Program Information" for format)

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, the **"Title VI Contractor Assurances/DOT Order No. 1050.2A"**, attached hereto, which is 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 January 2013, 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 69 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 the **"Title VI Contractor Assurances/DOT Order No. 1050.2A"** 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.

Subrecipient name (which must match the name associated with its unique entity identifier)	Town of Waterford
Subrecipient's unique entity identifier (DUNS)	083343038
Federal award identification number (FAIN)	Will be issued in an authorization letter detailing the funding award.
Federal award date of award to the recipient by the Federal agency	Will be issued in an authorization letter detailing the funding award.
Subaward period of performance start and end date	January 1, 2021 – December 31, 2027
Amount of Federal funds obligated by this action by the pass-through entity to the subrecipient	$52,000
Total amount of Federal funds obligated to the subrecipient by the pass-through entity including the current obligation	$101,600
Total amount of the Federal award committed to the subrecipient by the pass-through entity	$52,000
Federal award description as required to be responsive to the Federal Funding Accountability and Transparency Act	Purchase of Wheelchair Accessible Vehicle
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	Federal Transit Administration Maureen Kent Maureen.Kent@ct.gov
Catalog of Federal Domestic Assistance (CFDA) number and name; the pass-through entity must identify the dollar amount made available under each Federal award	CFDA – 20513 Section 5310
Identification of whether the award is research and development (R&D)	This award is not for research and development
Indirect cost rate for the Federal award (including if the application of the de minimis rate per §200.414 Indirect (F&A) costs)	N/A

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)

R. J. Carpenter
Ralph J. Carpenter
COMMISSIONER

SUPPLEMENTARY PROGRAM INFORMATION

Agreement #

Type Your Transit District Name Here

Final Payment Determination

June 30, 20

Enter here the transit service type as it applies to your transit district One column per each state project number. >>>>>	Fixed Route	ADA	DAR	Access to Jobs	Shuttle	Rural Transit	RTAP	Capital	Capital	General	Total
Type ConnDOT project numbers here >>>>											
Type budget addenda numbers here>>>>											
Space for additional budget addenda numbers, if needed >>>											
Space for additional budget addenda numbers, if needed >>>											
Type FTA grant numbers here. >>>>											
Space for additional grant numbers, if needed >>>											
Space for additional grant numbers, if needed >>>											
Type the state program identification number here>>											
Sources of Funds											
I. Maximum Funds Authorized											
FTA - Direct Recipient											0
FTA - Passed Through ConnDot											0
ConnDot											0
Local											0
TOTAL	0	0	0	0	0	0	0	0	0	0	0
II. Audited Expenditures											0
III. Distribution of Audited Costs											
FTA - Direct Recipient											0
FTA - Passed Through ConnDot											0
ConnDot											0
In-Kind Contributions											0
Local											0
TOTAL	0	0	0	0	0	0	0	0	0	0	0
IV. ConnDot Responsibility											
FTA - Passed Through ConnDot	0	0	0	0	0	0	0	0	0	0	0
ConnDot	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
Payments Received											0
Due (To) From ConnDot June 30, 20	0	0	0	0	0	0	0	0	0	0	0
Payments Received After June 30, 20											0
Amount Due (To) From ConnDot At [Type Date Here]	0	0	0	0	0		0	0	0		0

SUPPLEMENTARY PROGRAM INFORMATION

Agreement #

Type Your Transit District Name Here

Combining Statement of Activities

June 30, 20

Enter here the transit service type as it applies to your transit district One column per each state project number. >>>>>	Fixed Route	ADA	DAR	Access to Jobs	Shuttle	Rural Transit	RTAP	Capital	Capital	General	Total
Type ConnDOT project numbers here >>>>											
Type budget addenda numbers here>>>>											
Space for additional budget addenda numbers, if needed											
Space for additional budget addenda numbers, if needed											
Type FTA grant numbers here. >>>>											
Space for additional grant numbers, if needed >>>											
Space for additional grant numbers, if needed >>>											
Type the state program identification number here>>											
REVENUES											
401 Passenger Fares											0
Auxiliary Transportation Revenues											0
Non-transportation Revenues											0
FTA - passed through ConnDot											0
FTA - Direct Recipient											0
ConnDot											0
In-Kind Contributions											0
Cash Contribution											0
Interest											0
Miscellaneous											0
TOTAL REVENUES	0	0	0	0	0	0	0	0	0	0	0
EXPENSES											
501.01 Operators Salaries & Wages											0
501.02 Other Salaries											0
502 Fringe Benefits											0
503 Services											0
504.01 Fuel & Lubricants											0
504.02 Tires and Tubes											0
504.99 Other Materials and Supplies											0
505 Utilities											0
506 Casualty and Liability Cost											0
507 Taxes											0
508 Purchased Transportation											0
509 Miscellaneous Expenses											0
510 Expense Transfers											0
TOTAL EXPENSES	0	0	0	0	0	0	0	0	0	0	0
RECONCILING ITEMS											
511 Interest Expense											0
512 Leases and Rentals											0
513 Depreciation											0
513.13 Amortization of Intangibles											0
514 Purchase Lease Payments											0
515 Related Parties Lease Agreements											0
516 Other Reconciling Items											0
TOTAL RECONCILING ITEMS	0	0	0	0	0	0	0	0	0	0	0
TOTAL SYSTEM EXPENSES	0	0	0	0	0	0	0	0	0	0	0
Excess (deficiency) of revenues over expenses	0	0	0	0	0	0	0	0	0	0	0
Fund balance, beginning of year	0	0	0	0	0	0	0	0	0	0	0
Adjustment - Contract funded equipment purchases	0	0	0	0	0	0	0	0	0	0	0
Fund balance, end of year	0	0	0	0	0	0	0	0	0	0	0

The United States Department of Transportation (USDOT)
Standard Title VI Nondiscrimination Assurances
DOT Order No. 1050.2A

The Connecticut Department of Transportation (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration or the Federal Transit Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities.

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49CFR Part 21 (entitled Nondiscrimination In *Federally-Assisted Programs Of The Department*
- *Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964)*;
- 28 CFR section 40.03 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324);
- Age Discrimination Act of 1975;
- Section 504 of the Rehabilitation Act of 1973;
- Americans With Disabilities Act of 1990;
- Civil Rights Restoration Act of 1987;
- 23 CFR Part 200;
- USDOT Order 1050.2;
- Executive Order #12898 (Environmental Justice); and
- Executive Order #13166 (Limited-English-Proficiency);
- FTA C 4702.1B

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances
In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration or Federal Transit Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally Assisted Programs:.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

"facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway and Federal Transit Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U. S.C. §§ 20000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection .therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property .acquired or improved under the applicable activity, project or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property 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; or
   b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this Assurance, the Connecticut Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration and Federal Transit Administration access to records, accounts, documents, information, facilities, and staff, You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal

Highway Administration or the Federal Transit Administration. You must keep records, reports, and submit the material for review upon request to the Federal Highway Administration, Federal Transit Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Connecticut Department of Transportation gives this Assurance in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation. This Assurance is binding on the Connecticut Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the Federal-aid Public Transportation Program. The person(s) signing below is authorized to sign this Assurance on behalf of the Recipient.

Connecticut Department of Transportation (Name of Recipient)

by ______________________
(Signature of Authorized Official)

Date: 11/4/15

10/1/2019

APPENDIX A
THE TITLE VI CONTRACTOR ASSURANCES

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 (hereinafter includes consultants) will comply with the Regulations relative to Nondiscrimination in Federally-assisted programs of the United States Department of Transportation Federal Highway Administration and Federal Transit Administration, as they may be amended from time to time, 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, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by 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 will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration or Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 will so certify to the Recipient or the Federal Highway Administration or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

    a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 stat. 252, 42 U.S.C. § 2000d et seq.), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.)*, as amended, *(prohibits discrimination on* the basis of disability); and 49-C.F.R Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- *Titles II and III of the Americans with Disabilities Act, which prohibit discrimination 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. §§ 12131 — 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; .
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

AGREEMENTS WITH GOALS
SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS
January 2013

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. *CTDOT* means the Connecticut Department of Transportation.

B. *USDOT* 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 under Contract to do business with CTDOT or, as the context may require, with another Contractor.

F. *Disadvantaged Business Enterprise ("DBE")* means a for profit 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 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; and

3. Certified by CTDOT under Title 49 of the Code of Federal Regulations, Part 26, (Title 49 CFR Part 23 of the Code of Federal Regulations for Participation of Disadvantaged Business Enterprise in Airport Concessions)

G. *USDOT-assisted Contract* means any Contract between CTDOT and a Contractor (at any tier) funded in whole or in part with USDOT financial assistance.

H. *Good Faith Efforts ("GFE")* means all necessary and reasonable steps to achieve a DBE goal or other requirement which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

I. *Small Business Concern* means, with respect to firms seeking to participate as DBEs in USDOT-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 in 49 CFR Part 26, Section 26.65(b).

J. *Socially and Economically Disadvantaged Individual* means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual who CTDOT 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:

   - "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
   - "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;
   - "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
   - "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, or Federated States of Micronesia;
   - "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
   - Women;
   - Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

K. *Commercially Useful Function ("CUF")* means the DBE is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved with its own forces and equipment. The DBE must be responsible for procuring, determining quantity, negotiating price, determining quality and paying for all materials (where applicable) associated with their work. The DBE must also perform at least 30% of the total cost of its contract with its own workforce.

II. ADMINISTRATIVE REQUIREMENTS

A. General Requirements

A DBE goal percentage equaling 0 percent (%) of the Contract value has been established for this Contract. This DBE goal percentage will be applied to the final Contract value to ultimately determine the required DBE goal. If additional work is required, DBE firms should be provided the appropriate opportunities to achieve the required DBE goal.

In order to receive credit toward the Contract DBE goal, the firms utilized as DBE subcontractors or suppliers must be certified as DBEs in the type of work to be counted for credit by CTDOT's Office of Contract Compliance prior to the date of the execution of the subcontract. Neither CTDOT nor the State of Connecticut's Unified Certification Program (UCP) makes any representation as to any DBE's technical or financial ability to perform the work. Prime contractors are solely responsible for performing due diligence in hiring DBE subcontractors.

All DBEs shall perform a CUF for the work that is assigned to them. The Contractor shall monitor and ensure that the DBE is in compliance with this requirement. The Connecticut DBE UPC Directory of certified firms can be found on the CTDOT website http://www.ct.gov/dot. The directory lists certified DBE firms with a description of services that they are certified to perform. Only work identified in this listing may be counted towards the project's DBE goal. A DBE firm may request to have services added at any time by contacting CTDOT's Office of Contract Compliance. No credit shall be counted for any DBE firm found not to be performing a CUF.

Once a Contract is awarded, all DBEs that were listed on the pre-award DBE commitment document must be utilized. The Contractor is obligated to provide the value and items of the work originally established in the pre-award documentation to the DBE firms listed in the pre-award documentation. Any modifications to the pre-award commitment must follow the procedure established in Section II-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 CTDOT's unit administering the Contract, CTDOT's Office of Contract Compliance and CTDOT's Office of Construction ("OOC"). Contact information for the designated liaison officer shall be furnished no later than the scheduled date for the pre-construction meeting.

The Contractor shall submit a bi-monthly report to the appropriate CTDOT unit administering the Contract. This report shall indicate what work has been performed to date, with the dollars paid and percentage of DBE goal completed.

Verified payments made to DBEs shall be included in this bi-monthly report. A sample form is included on the CTDOT website.

In addition, the report shall include:

1. A projected time frame of when the remaining work is to be completed for each DBE.

2. A statement by the Contractor either confirming that the approved DBEs are on schedule to meet the Contract goal, or that the Contractor is actively pursuing a GFE.

3. If retainage is specified in the Contract specifications, then a statement of certification that the subcontractors' retainage is being released in accordance with 1.08.01 (Revised or supplemented).

Failure by the Contractor to provide the required reports may result in CTDOT withholding an amount equal to one percent (1%) of the monthly estimate until the required documentation is received.

The Contractor shall receive DBE credit when a DBE, or any combination of DBEs, perform work under the Contract in accordance with this specification.

Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services, as verified by CTDOT, can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the Contractor or its affiliate cannot be counted toward the goal.

Monitoring of the CUF will occur by CTDOT throughout the life of the project. If it is unclear that the DBE is performing the work specified in its subcontract with the prime Contractor, further review may be required. If it is determined that the DBE is not performing a CUF, then the work performed by that DBE will not be counted towards the DBE goal percentage.

B. Subcontract Requirements

The Contractor shall submit to CTDOT's OOC all requests for subcontractor approvals on the standard CLA-12 forms provided by CTDOT. The dollar amount and items of work identified on the CLA-12 form must, at minimum, equal the dollar value submitted in the pre-award commitment. CLA-12 forms can be found at http://www.ct.gov/dot/construction under the "Subcontractor Approval" section. All DBE subcontractors must be identified on the CLA-12 form, regardless of whether they are being utilized to meet a Contract goal percentage. A copy of the legal Contract between the Contractor and the DBE subcontractor/supplier, a copy of the Title VI Contractor Assurances and a copy of the Required Contract Provision for Federal Aid Construction Contracts (Form FHWA-1273) (Federal Highway Administration projects only) must be submitted along with a request for subcontractor approval. These attachments cannot be substituted by reference.

If retainage is specified in the Contract specifications, then the subcontract agreement must contain a prompt payment mechanism that acts in accordance with Article 1.08.01 (Revised or supplemented).

If the Contract specifications do not contain a retainage clause, the Contractor shall not include a retainage clause in any subcontract agreement, and in this case, if a Contractor does include a retainage clause, it shall be deemed unenforceable.

In addition, the following documents are to be included with the CLA-12, if applicable:

- An explanation indicating who will purchase material.

- A statement explaining any method or arrangement for utilization of the Contractor's equipment.

The subcontract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties. If the subcontract items of work or unit prices are modified, the procedure established in Section II-C must be followed.

Should a DBE subcontractor further sublet items of work assigned to it, only lower tier subcontractors who are certified as a DBE firm will be counted toward the DBE goal. If the lower tier subcontractor is a non-DBE firm, the value of the work performed by that firm will not be counted as credit toward the DBE goal.

The use of joint checks between a DBE firm and the Contractor is acceptable, provided that written approval is received from the OOC prior to the issuance of any joint check. Should it become necessary to issue a joint check between the DBE firm and the Contractor to purchase materials, the DBE firm must be responsible for negotiating the cost, determining the quality and quantity, ordering the material and installing (where applicable), and administering the payment to the supplier. The Contractor should not make payment directly to suppliers.

Each subcontract the Contractor signs with a subcontractor must contain the following assurance:

"The subcontractor/supplier/manufacturer 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/subcontractor/supplier/manufacturer 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 recipient deems appropriate."

C. Modification to Pre-Award Commitment

Contractors may not terminate for convenience any DBE subcontractor or supplier that was listed on the pre-award DBE commitment without prior written approval of the OOC. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Prior to approval, the Contractor must demonstrate to the satisfaction of the OOC, that it has good cause, as found in 49CFR Part 26.53 (f)(3), for termination of the DBE firm.

Before transmitting its request for approval to terminate pre-award DBE firms to the OOC, the Contractor must give written notice to the DBE subcontractor and include a copy to the OOC of its notice to terminate and/or substitute, and the reason for the notice.

The Contractor must provide five (5) days for the affected DBE firm to respond. This affords the DBE firm the opportunity to advise the OOC and the Contractor of any reasons why it objects to the termination of its subcontract and why the OOC should not approve the Contractor's action.

Once the Contract is awarded, should there be any amendments or modifications of the approved pre-award DBE submission other than termination of a DBE firm, the Contractor shall follow the procedure below that best meets the criteria associated with the reason for modification:

1. If the change is due to a scope of work revision or non-routine quantity revision by CTDOT, the Contractor must notify CTDOT's OOC in writing or via electronic mail that their DBE participation on the project may be impacted as soon as they are aware of the change. In this case, a release of work from the DBE firm may not be required; however the Contractor must concurrently notify the DBE firm in writing, and copy the OOC for inclusion in the project DBE file. This does not relieve the Contractor of its obligation to meet the Contract specified DBE goal, or of any other responsibility found in this specification.

2. If the change is due to a factor other than a CTDOT directive, a request for approval in writing or via electronic mail of the modification from the OOC must be submitted, along with an explanation of the change(s), prior to the commencement of work. The Contractor must also obtain a letter of release from the originally named DBE indicating their concurrence with the change, and the reason(s) for their inability to perform the work. In the event a release cannot be obtained, the Contractor must document all efforts made to obtain it.

3. In the event a DBE firm that was listed in the pre-award documents is **unable** or **unwilling** to perform the work assigned, the Contractor shall:

   - Notify the OOC Division Chief immediately and make efforts to obtain a release of work from the firm.

   - Submit documentation that will provide a basis for the change to the OOC for review and approval prior to the implementation of the change.

   - Use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. The Contractor should also contact CTDOT's Office of Contract Compliance for assistance in locating additional DBE firms to the extent needed to meet the contract goal.

Should a DBE subcontractor be terminated or fail to complete work on the Contract for any reason, the Contractor must make a GFE to find another DBE subcontractor to substitute for the original DBE. The DBE replacement shall be given every opportunity to perform at least the same amount of work under the Contract as the original DBE subcontractor.

If the Contractor is unable to find a DBE replacement:

- The Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE. (Refer to GFE in Section III.)

- The Contractor must demonstrate that the originally named DBE, who is unable or unwilling to perform the work assigned, is in default of its subcontract, or identify other issues that affected the DBE firm's ability to perform the assigned work. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.**

III. GOOD FAITH EFFORTS

The DBE goal is **NOT** reduced or waived for projects where the Contractor receives a Pre-Award GFE determination from the Office of Contract Compliance prior to the award of the Contract. It remains the responsibility of the Contractor to make a continuing GFE to achieve the specified Contract DBE goal. The Contractor shall pursue every available opportunity to obtain additional DBE firms and document all efforts made in such attempts.

At the completion of all Contract work, the Contractor shall submit a final report to CTDOT`s unit administering the Contract indicating the work done by and the dollars paid to DBEs. Only verified payments made to DBEs performing a CUF will be counted towards the Contract goal.

Goal attainment is based on the total Contract value, which includes all construction orders created during the Contract. If the Contractor does not achieve the specified Contract goal for DBE participation or has not provided the value of work to the DBE firms originally committed to in the pre-award submission, the Contractor shall submit documentation to CTDOT`s unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

A GFE should consist of the following, where applicable (CTDOT reserves the right to request additional information):

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms 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 from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm contacted; the date of contact 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 the response from firms contacted.

3. Provide a detailed explanation for each DBE that submitted a subcontract proposal which the Contractor considered to be unacceptable stating the reason(s) for this conclusion.

4. Provide documentation, if any, to support contacts made with CTDOT requesting assistance in satisfying the specified Contract goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal. Additional documentation of efforts made to obtain DBE firms may include but will not be limited to:

- Negotiations held in good faith with interested DBE firms, not rejecting them without sound reasons.

- Written notice provided to a reasonable number of specific DBE firms in sufficient time to allow effective participation.

- Those portions of work that could be performed by readily available DBE firms.

In instances where the Contractor can adequately document or substantiate its GFE and compliance with other DBE Program requirements, the Contractor will have satisfied the DBE requirement and no administrative remedies will be imposed.

IV. PROJECT COMPLETION

At the completion of all Contract work, the Contractor shall:

1. Submit a final report to CTDOT`s unit administering the Contract indicating the work done by, and the dollars paid to DBEs.

2. Submit verified payments made to all DBE subcontractors for the work that was completed.

3. Submit documentation detailing any changes to the DBE pre-award subcontractors that have not met the original DBE pre-award commitment, including copies of the Department's approvals of those changes.

4. Retain all records for a period of three (3) years following acceptance by CTDOT of the Contract and those records shall be available at reasonable times and places for inspection by authorized representatives of CTDOT 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 audit findings involving the records are resolved.

If the Contractor does not achieve the specified Contract goal for DBE participation in addition to meeting the dollar value committed to the DBE subcontractors identified in the pre-award commitment, the Contractor shall submit documentation to CTDOT`s unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

V. SHORTFALLS

A. Failure to meet DBE goals

As specified in (II-A) above, attainment of the Contract DBE goal is based on the final Contract value. The Contractor is expected to achieve the amount of DBE participation originally committed to at the time of award; however, additional efforts must be made to provide opportunities to DBE firms in the event a Contract's original value is increased during the life of the Contract.

The Contractor is expected to utilize the DBE subcontractors originally committed in the DBE pre-award documentation for the work and dollar value that was originally assigned.

If a DBE is terminated or is unable or unwilling to complete its work on a Contract, the Contractor shall make a GFE to replace that DBE with another certified DBE to meet the Contract goal.

The Contractor shall immediately notify the OOC of the DBE's inability or unwillingness to perform, and provide reasonable documentation and make efforts to obtain a release of work from the firm.

If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE.

When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make a GFE to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the Contract goal.

For any DBE pre-award subcontractor that has been released appropriately from the project, no remedy will be assessed, provided that the Contractor has met the criteria described in Section
II-C.

B. Administrative Remedies for Non-Compliance:

In cases where the Contractor has failed to meet the Contract specified DBE goal or the DBE pre-award commitment, and where no GFE has been demonstrated, then one or more of the following administrative remedies will be applied:

1. A reduction in Contract payments to the Contractor as determined by CTDOT, not to exceed the shortfall amount of the **DBE goal**. The maximum shortfall will be calculated by multiplying the Contract DBE goal (adjusted by any applicable GFE) by the final Contract value, and subtracting any verified final payments made to DBE firms by the Contractor.

2. A reduction in Contract payments to the Contractor determined by CTDOT, not to exceed the shortfall amount of the **pre-award commitment**. The maximum shortfall will be calculated by subtracting any verified final payments made by the Contractor to each DBE subcontractor from the amount originally committed to that subcontractor in the pre-award commitment.

3. A reduction in Contract payments to the Contractor determined by CTDOT for any pre-award DBE subcontractor who has not obtained the dollar value of work identified in the DBE pre-award commitment and has not followed the requirements of Section II-C or for any DBE firm submitted for DBE credit that has not performed a CUF.

4. The Contractor being required to submit a written DBE Program Corrective Action Plan to CTDOT for review and approval, which is aimed at ensuring compliance on future projects.

5. The Contractor being required to attend a Non-Responsibility Meeting on the next contract where it is the apparent low bidder.

6. The Contractor being suspended from bidding on contracts for a period not to exceed six (6) months.

VI. CLASSIFICATIONS OTHER THAN SUBCONTRACTORS

A. Material Manufacturers

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 Contractor. If the Contractor elects to utilize a DBE manufacturer to satisfy a portion of, or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Material Suppliers (Dealers)

Credit for DBE dealers/suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from an approved DBE dealer/supplier.

In order for a firm to be considered a regular dealer, the firm must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. At least one of the following criteria must apply:

- To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the regular dealers' own distribution equipment shall be by long term lease agreement, and not on an ad hoc or contract to contract basis.
- Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

If the Contractor elects to utilize a DBE supplier to satisfy a portion or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

C. Brokering

- Brokering of work for DBE firms who have been listed by the Department as certified brokers is allowed. Credit for those firms shall be applied following the procedures in Section VI-D.

- 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.

- 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. DOT, Office of the Inspector General for prosecution under Title 18, U.S. Code, Part I, Chapter 47, Section 1020.

D. Non-Manufacturing or Non-Supplier DBE Credit

Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

- 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 OOC to be reasonable and consistent with fees customarily allowed for similar services.

- The fees charged only for delivery of materials and supplies required on a job site when the hauler, trucker, or delivery service is a DBE, and not the manufacturer, or regular dealer of the materials and supplies, and provided that the fees are determined by the OOC to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 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 CTDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. Trucking

While technically still considered a subcontractor, the rules for counting credit for DBE trucking firms are as follows:

- The DBE must own and operate at least one fully licensed, insured, and operational truck used on the Contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks from a non-DBE firm; however the DBE may only receive credit for any fees or commissions received for arranging transportation services provided by the non-DBE firms. Additionally, the DBE firm must demonstrate that they are in full control of the trucking operation for which they are seeking credit.

VII. Suspected DBE Fraud

In appropriate cases, CTDOT will bring to the attention of the USDOT any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g. referral to the Department of Justice for criminal prosecution, referral to USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49 CFR Part 31.

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)

49 CFR PART 20

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.

Cindy Dupointe

From: Lawrence, Ellen M <Ellen.Lawrence@ct.gov>
Sent: Friday, March 5, 2021 2:08 PM
To: 'lori.pasqualini@abilitybeyond.org'; Russell Coleman; Michael Menard; 'kuligowski@arict.org'; Terrence Hickey; Stephen Morris; 'bbedard@elimpark.org'; Robin Sharp; Thomas Lintern; 'rborer@esginh.org'; Rick Sebastian; Marcy Goodman; 'Kevin Zingler'; 'hlatorra@marrakechinc.org'; 'spowell@geercares.org'; Norko, Julie; Helen Bosch; Thea Gruber; 'tcoon@meridenct.gov'; Joel Sekorski; 'lwotherspoon@murthalaw.com'; 'pschenck@bloomfieldct.org'; firstselectman firstselectman; 'selectman@colchesterct.gov'; 'dbindelglass@eastonct.gov'; Kupchick, Brenda; First Selectman Todd Babbitt; 'atierney@hebronct.com'; 'mayor@ledyardct.org'; 'sshanley@manchesterct.gov'; 'mcapriola@simsbury-ct.gov'; Southington1; ctymniak@townofstratford.com; Melissa Mack; First Selectman; 'bstratford@townofwinchester.org'
Cc: Bridget.Kopet; kmayette@alliedgroup.org; Janet Morrill; Gasparino, Gerard; Dave Barton; Ronelle Cipolla; Maria E. de Asis; Gary Silva; Chet Zahaba; Kristen Brown; klavalette; 'lmccrystal@kennedyctr.org'; Tony Abbott; Venita Barnes; Lori Stephenson; Jay Korman (jkorman@marrakechinc.org); Leon Parson; Stacie Nicholas; Gerrity, Robert; Lori Payton; Rick Liegl; Carol Tucker; Ann Marie Perrone; Luz Cora-Small; Patty Watts; 'vbuckley@optonline.net'; DeMarco, Julie; Tina Flack; Sharon Garrard; Scott Johnson; Ed Paquette (epaquette@manchesterct.gov); Formanek Kristen; Dawn Sargis (sargisd@southington.org); Tamara Trojanowski; Paula Pascoe; Donna Payne; Jennifer Kelley; Rivers, Lisa A; Gonzalez, Alicia; Christine Hey
Subject: Section 5310 Program - Memorandum of Understanding (MOU)
Attachments: MOU 2021 - New.docx

Categories: First Selectman

Good Afternoon – I would like to "Congratulate" all of you on being awarded a cash grant from the application you submitted to the Section 5310 program. The awarded grant allows the purchase of a new wheelchair-accessible motor vehicle for elderly and/or disabled persons. The Section 5310 program is very competitive and all applications are reviewed carefully and thoroughly with the Connecticut Department of Transportation (CTDOT) and all of the Regional Council of Governments (RCOG's)

Greater New Haven Transit District (GNHTD) is the lead capacity on the Statewide Small Vehicle Joint Procurement on behalf of many other transit districts, private providers of public transit services and 5310 grant recipients. Every five years GNHTD conducts this statewide procurement and selects a vendor to sell vans and buses. *This joint procurement meets all the Federal Transit Administrations rules and regulations.* Matthews Bus Alliance, Inc. d/b/a Matthews Buses Commercial has been selected as the vendor and Doug Gifford of Matthews Bus Alliance, Inc. will be assisting each Section 5310 recipient in the ordering of their new wheelchair-accessible vehicle. If your agency would prefer to issue your own bid for a vehicle rather than work with the GNHTD bid procurement, please review Attachment 1 of your Section 5310 agreement. As a reminder to all grant recipients, the Federal Transit Administration will pay 80% of the cost of an accessible vehicle, not to exceed the amount estimated in the application. Your organization is responsible for the remaining balance of the vehicle cost.

Unfortunately due to Covid-19 and CTDOT staff working remotely from home, CTDOT again this year will not be holding the Procurement Event at the Newington headquarters where each recipient is given a timeslot to meet with Doug Gifford and place the vehicle order. Instead, I have sent Doug Gifford your contact information. He will be contacting you to place your order for your new vehicle that you have been awarded. Once your order is finalized with Doug, he will notify me and I will be sending you an email with the amount that FTA will be giving you and what your agency will be responsible for paying towards the vehicle.

Prior to being able to place your order with Doug, the **"attached"** Memorandum of Understanding (MOU) must be completed and **emailed** back to Christine Hey, Manager of Grants and Procurement at the Greater New Haven Transit District. Christine's email address is chey@gnhtd.org The MOU contains six drop down boxes that you will have to select from and please be sure to sign your name, write your title in and have the form witnessed. Please do not write a date on the "Agreed to line" as that will be completed by Mario Marrero, GNHTD. Christine Hey will **email** back a signed copy from GNHTD for your files.

If you should have any questions about the Section 5310 program please feel free to reach out to me at ellen.lawrence@ct.gov

Ellen M. Lawrence
Transportation Planner 2
Connecticut Department of Transportation
Bureau of Public Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546
Phone: 860-594-2912
Email: Ellen.Lawrence@ct.gov

PLEASE READ CAREFULLY. THIS DOCUMENT CONTAINS DISCLAIMER PROVISIONS CONCERNING THE PURCHASE OF VEHICLES BY ORGANIZATIONS PROCURING THEM THROUGH THE GREATER NEW HAVEN TRANSIT DISTRICT.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding sets forth the roles and responsibilities of the Greater New Haven Transit District (the "District"), and **(Select Organization's Name)** (the "Participating Agency") concerning the procurement of vehicles being purchased through the Statewide Small Vehicle Joint Procurement led by Greater New Haven Transit District.

Greater New Haven Transit District is purchasing vehicles for its own use through a full and open procurement process in accordance with Federal Transit Administration regulatory requirements. Greater New Haven Transit District has included a list of other qualified organizations in its procurement documents, allowing said organizations the opportunity to purchase specific vehicle types outlined in the bid document. Qualified organizations include FTA Section 5310 grant funding recipients, transit districts, municipalities, a State agency *and/or a non-profit organization.*

The term of this Memorandum of Understanding shall be April 1, 2021 through March 31, 2022.

In providing **(Select Organization's Name)** the opportunity to purchase vehicles under the District's solicitation and bidding process, Greater New Haven Transit District hereby states the following:

REPRESENTATIONS:

1. Greater New Haven Transit District is committed to comply with all applicable state and federal laws *and regulations to which it is bound. However, the District does not guarantee, affirmatively state, or* represent in any manner that it has met all regulatory requirements to which it is bound. Further, there may be additional requirements which the Participating Agency is required to meet within its own procurement processes. The District states that in providing the procurement service, it is unaware of, does not recognize or accept the responsibility for compliance with the additional obligations of the Participating Agency.

2. The Contract has been awarded to the lowest, responsive and responsible Bidder in each category determined by the procurement evaluation criterion. Nothing stated herein means that the Participating Agency cannot obtain the same vehicles at a lower price through means other than this Joint Procurement.

3. Greater New Haven Transit District makes no representations, guarantees, warranties, accepts other responsibility or has benefitted from incentives of any nature with regard to purchase of vehicles, except to include language in its own bid documents allowing the other organizations to purchase vehicles of the same categories as that of the District at the same price as the District.

4. *Once the purchase order is presented to the vendor, all liability and responsibility will be on the* Participating Agency to follow-up, inspect, and accept delivery of the vehicle(s) and make payment directly to the successful vendor. **Greater New Haven Transit District affirmatively states that once the bid is awarded and the purchase order is tendered to the vendor, the District will have no further responsibility to Participating Agency and/or the successful vendor. All future communication of whatever nature, will be between Participating Agency and the successful vendor.**

5. It is clearly understood that Greater New Haven Transit District has included vehicle specifications and options that were developed by a selected group of participating agency representatives who possess related technical knowledge. However, no representations are made that these vehicles will fully meet the needs of all participating agencies.

6. Greater New Haven Transit District will not be involved in any financial aspects of the purchase of additional vehicles by the Participating Agency.

7. All responsibility for inspections, acceptances and registration of the vehicles will be with the individual organization receiving the vehicles.

8. Greater New Haven Transit District shall be held harmless by **(Select Organization's Name)** in any and all respects with regard to purchase, manufacturer, delivery and operational functionality of vehicles bought by the Participating Agency.

9. Greater New Haven Transit District will make available, upon request by the Participating Agency, all documents related to the procurement and award process. The Participating Agency may also request further information regarding the procurement requirements.

AGREED TO THIS ____________________ DAY OF ______________________, 2021.

GREATER NEW HAVEN TRANSIT DISTRICT

______________________________ ______________________________

Mario Marrero **Witness**
Interim Executive Director

(Select Organization's Name)
(Select Address)

______________________________ ______________________________

Signature **Witness**
(Select Authorized Signatory)

____
Title

Submit signed MOU to: chey@gnhtd.org

Cindy Dupointe

From: Dani Gorman
Sent: Thursday, March 11, 2021 9:28 AM
To: Cindy Dupointe
Cc: Filomenas; Chris Muckle; Eileen Sullivan
Subject: Board Appointment
Attachments: Muckle.pdf

Hi Cindy – I respectfully request to be placed on the agenda of an upcoming BOS meeting for the attached to be considered -

Dani E Gorman
Director of Youth and Family Services
Town of Waterford
Phone: (860)444-5848
Mail Address: 15 Rope Ferry Road, Waterford, CT 06385
Office Site: 200 Boston Post Road

Waterford Youth & Family Services

To: Board of Selectmen

From: Dani Gorman, Director, Youth & Family Services

Cc: *Mike Buscetto, Chairman, Youth & Family Services* Board
Chris Muckle, designee

Re: Board Appointment

Date: March 11, 2021

On behalf of our Chairman Mike Buscetto, I respectfully forward you the Waterford Youth and Family Services Advisory Board's recommendation to appoint:

Chris Muckle
63 Bloomingdale Road
Quaker Hill, CT 06375

(No political affiliation)

to serve a term (6/2/20-6/1/23) representing the community (6). Mr. Muckle has served the town in volunteer roles for over 25 years. His appointment to the board will be representative of young people and their families <u>and</u> we look forward to his guidance.

Karen E. Bishop

Project Role: To Be Determined

Karen Bishop specializes in fisheries biology and has been involved in a variety of projects including fish assemblage, fish population, water quality, fish passage and instream flow studies. She has experience using a variety of field techniques including backpack and boat electrofishing, fyke netting, trap netting, gillnetting, water quality sampling and habitat assessments. Karen has also managed and maintained a large zebrafish aquaculture facility for a genetics lab.

Position with Firm

Scientist Technician

Key Expertise

- Fisheries & Aquatic Sciences
- Fish Population Assessments & Baseline Studies
- Aquatic Habitat Assessments
- Entrainment, Impingement, & Mortality
- IFIM
- Water Quality
- Biological Assessment
- Fish Passage Effectiveness Studies

Certification/Training

Connecticut Safe Boating Certificate
First AID/CPR/AED Certified
SCUBA Certified

Education

B.S. Wildlife and Fisheries Biology, Concentration in Fisheries Biology, University of Vermont, 2014

James Cook University, Townsville, Australia QLD, Study Abroad: Marine Science

Years of Experience

With Kleinschmidt: 2
Total: 5

Relevant Project Experience

West Canada Creek Fish Assemblage Study
Erie Boulevard Hydropower, L.P., Utica, NY
Scientist Technician responsible for conducting surveys within West Canada Creek and the Trenton impoundment to determine fish assemblage. Sampling efforts included backpack electrofishing, georator electrofishing, gill netting, and minnow traps. Responsibilities also included data management, analysis and writing the report for the clients. This study was part of a large relicensing efforts for the West Canada Creek Hydroelectric Dam in upstate New York.

West Canada Creek Water Quality Study
Erie Boulevard Hydropower, L.P. Utica, NY
Scientist Technician responsible for downloading water quality data and retrieving onset Hobo water quality loggers from West Canada Creek. Vertical water quality profiles were also taken in the Prospect impoundment. Assisted with quality assurance and data cleaning. This study was part of a large relicensing efforts for the West Canada Creek Hydroelectric Dam in upstate New York.

School Street FERC Letter
Erie Boulevard Hydropower, L.P, Albany NY
Scientist Technician responsible for drafting a response to FERC and resource agencies advocating for client's efforts of effectively providing safe downstream passage for juvenile Blue Back Herring and requesting no further studies to be needed.

Dwight and Indian Orchard Instream Flow Study
Central Rivers Power MA, LLC, Chicopee MA
Scientist Technician responsible for field efforts collecting flow data at two sites on the Chicopee River, analyzing data and writing report. Developed an excel model to analyze the data and determine the most suitable flow for resident and migrating species. This study was done to determine if the client could lower the minimum flow release required by the state from their hydroelectric dams.

Scotland Hydroelectric Project American Eel Passage
First Light Services LLC, Windham, CT
Scientist Technician responsible for collection of American Eels via downstream bypass sampler, installation and monitoring an array of telemetry stations associated with American Eel downstream passage studies. Responsibilities also included monitoring upstream passage of juvenile eel and writing the annual report. Juvenile eels were caught in eel traps and brought upstream twice a week, and video data of the fish lift was analyzed. Upstream and downstream migration data were assessed as part of a 3-year study to determine the effectiveness of Scotland's fish passage facilities.

Scotland Hydroelectric Project American Shad Passage
First Light Services LLC, Windham, CT
Scientist Technician responsible for tagging shad, installation and monitoring an array of telemetry stations along with analyzing fish passage video data associated with American Shad upstream passage studies. Responsibilities also included monitoring downstream passage of juvenile shad and writing the annual report on this analysis. Upstream and Downstream migration data were assessed as part of a 3-year study to determine the effectiveness of Scotland's fish passage facilities.

Taftville and Tunnel Video Monitoring and Eelway Tending
First Light Services LLC, Norwich, CT

Scientist Technician responsible for collecting video data from the Taftville Project and Tunnel Project. Duties included reviewing video, identifying and enumerating fishes utilizing the bypass and providing weekly reports to the client. In addition to this, eelways were tended to weekly to facilitate upstream passage. Fish passage counts and upstream eel migrations were reported to the client and state weekly along with an end of the year report.

Scotland Water Quality
First Light Services LLC, Windham, CT

Scientist Technician responsible for monitoring, downloading and retrieving water quality instruments in the Scotland impoundment and tailrace. A YSI EXO probe was deployed as part of a 3-year water quality study to monitor temperature, dissolved oxygen and turbidity levels.

Scientific Collection Permits
First Light Services LLC, Windham, CT

Scientist Technician responsible for drafting and distributing end of the year study reports to the state. Reports outlined the data collected, as part of the requirements for scientific collection permits, in addition to applying for new permits for the following year.

Pumped Storage Development Phase I Design. Confidential Project
Confidential Location

Scientist Technical responsible for coordinating technical aspects of a 180 Mw Pumped Storage project's preliminary design. The phase I design effort includes coordination of geotechnical studies; upper and lower reservoir sizing, layout, and embankment design; penstock and tunnel sizing and routing; and a full three-dimensional, power-station layout necessary to integrate balance of plant equipment and a ternary turbine pump configuration.

Fish Passage Monitoring and Ultrasound Array Control Study
First Light Services LLC., Turner Falls, MA

Scientist Technician responsible for tagging shad, installation and monitoring an array of telemetry stations associated with American Shad upstream passage studies. This study was designed to investigate the use of ultrasound array to minimize shad attraction to the Cabot Station Tailrace and facilitate upstream migration through the bypass reach.

Cabot Station Mortality Study
First Light Service LLC., Turner Falls, MA

Scientist Technician responsible for assisting with mobile tracking of tagged American Shad after euthaniziation to investigate the rates of immediate and latent survival for emigrating post-spawn shad that pass through the Cabot Station turbines as they move back downstream.

Derby Dam Eel Monitoring
First Light Service LLC., Derby, CT

Scientist Technician responsible for deploying and checking eel traps at the base of the Derby Dam in Connecticut. Study was implemented to determine the best location for a new eelway to be placed to increase recruitment over the dam.

American Eel Assessment, Ottawa River
Ontario Power Generation, Renfrew, Ontario

Scientist Technician responsible for assisting with American Eels survey to assess the impacts of hydroelectric generation on American Eel populations in the Ottawa river using Trap Nets and Fyke Nets.

Chaudière Video Monitoring
Energy Ottawa, Inc., Ottawa, Ontario

Scientist Technician responsible for organizing and reviewing video data from the Chaudière Falls Project. Duties included reviewing video, identifying and enumerating fishes utilizing the bypass and providing a report to the client. Efforts were part of an on-going fish passage monitoring efforts and the effectiveness of the fish passage facility.

Previous Work Experience

Water Quality Monitoring, CT Department of Energy and Environmental Protection, Windsor, CT

Field Biologist responsible for sampling fish and macroinvertebrate assemblages and collecting environmental data from streams across the state for the Clean Water Act. Additionally, monitoring of state bathing beaches for bacteria and cyanobacteria blooms were conducted weekly.

Yale University, Giraldez Lab Zebrafish Facility Manager

New Haven, CT, January 2016 – January 2018

Facility Manager responsible for managing and maintaining a zebrafish aquaculture facility for a genetics lab, which included husbandry, genotyping, and other laboratory duties as needed.

Vermont Fish and Wildlife, Springfield, VT

Fisheries Technician responsible for monitoring trout populations using electrofishing coupled with temperature data and determined fish communities in small lakes and ponds using a variety of field sampling techniques including electrofishing, fyke nets, gill nets and minnow traps.

THE EASTERN CONNECTICUT REGIONAL TOURISM DISTRICT
BYLAWS

ARTICLE I – NAME

The legal name of this organization shall be the Eastern Connecticut Regional Tourism District, (hereinafter referred to as the District). For the purposes of conducting its marketing and promotion programs, the District shall be designated as the Connecticut East Convention and Visitors Bureau.

ARTICLE II – PURPOSE AND MISSION

1. The purpose of the District is to engage in any lawful act or activity for which Districts may be organized under the provisions of Public Act 03-6 of the Connecticut General Statutes and any amendments thereto.

2. The specific mission of the District shall be to promote and market the District as a regional leisure and business traveler destination to stimulate economic growth.

3. In carrying out its purpose and mission, the District, as an organization, shall not participate in partisan political activities. Specifically, the District shall not endorse any candidates for political office, nor shall it contribute to or support in any way the campaigns of candidates for political office. This policy shall not preclude the District from testifying on proposed legislation affecting the tourism industry within Connecticut or the interests of the District.

ARTICLE III – MEMBERSHIP

In accordance with Public Act 03-6, membership in the District shall consist of the following municipalities: Ashford, Bozrah, Brooklyn, Canterbury, Chaplin, Colchester, Columbia, Coventry, Eastford, East Lyme, Franklin, Griswold, Groton, Hampton, Killingly, Lebanon, Ledyard, Lisbon, Lyme, Mansfield, Montville, New London, North Stonington, Norwich, Old Lyme, Plainfield, Pomfret, Preston, Putnam, Salem, Scotland, Sprague, Sterling, Stonington, Thompson, Union Voluntown, Waterford, Willington, Windham and Woodstock.

ARTICLE – IV – BOARD OF DIRECTORS (herinafter referred to as the Board).

A. Appointment of Directors – The affairs of the District shall be managed by the Board appointed in accordance with Public Act 03-6 of General Statutes, and any amendment thereto. Members of the Connecticut Board shall consist of two classes.

1. Each municipality within the District shall be entitled to appoint one representative to the Board. Municipal representatives to the District's Board shall be appointed by the municipality's legislative body, except that where the legislative body is the town meeting the board of selectman shall make such appointment.

2. Neither less than ten nor more than twenty-one individuals representing tourism interests within the District shall be appointed by the Board. Appointments to the Board representing tourism interests shall reflect the range of types, sizes and geographic distribution of such interests within the District. No single firm or organization shall have more than one representative on the Board at any one time.

A. Terms of Office

The term of office of all appointees to the Board shall be three years, commencing on the effective date of said appointment.

ARTICLE V – OFFICERS

A. Officers of the Board shall include a Chairman, Vice Chairman, Secretary, and Treasurer, who shall be elected at the annual meeting of the Board and shall serve until the next Annual Meeting of the Board or until their successors have been elected. Officers shall not serve more than three consecutive one-year terms in the same position.

B. Method of Selection – All officers shall be elected by a majority vote of the Board present and voting at the Annual Meeting, provided that a quorum is present. In the event that three or more persons are nominated for an office and no one of them receives a majority vote on the first vote or ballot, if by ballot, the two nominees who received the highest number of votes on the first vote or ballot shall then be considered to be the only nominees for that office and subsequent votes or ballots shall be held or cast until one of them receives a majority vote as provided above.

C. Vacancy – In the event that a vacancy hall occur in any office, a successor to serve the unexpired term shall be elected by the majority vote of the Board present and voting at the next regularly scheduled meeting, provided that a quorum is present.

D. Removal from Office – Any Officer of the Board may be removed from office for due cause by a majority vote of those present and voting at a meeting of the Board at which at least three-fourths of the Board members are present.

E. Duties of the Chairman – The Chairman shall preside at al meetings of the Board, except that in his/her absence, the Vice-chairman, Secretary or Treasurer, in that order shall preside. The Chairman shall, when so authorized by the Board, sign contracts in the name of the Board. As a member of the Board, the Chairman shall have the right to vote on all matters that may come before the Board. During the temporary absence or incapacity of the Treasurer, the Chairman shall assume the duties of the Treasurer. The Chairman shall chair meetings of the Board's Executive Committee.

F. Duties of the Vice-Chairman – During the temporary absence or incapacity of the Chairman, the Vice-Chairman shall assume the duties of the Chairman with the rights and authorities pertaining to that position. The Vice-Chairman shall be a member of the Board's Executive Committee.

G. Duties of the Secretary – The Secretary of the Board shall be the keeper of the official records. Such records shall be open to inspection at a reasonable time and place by the members of the Board and by the public. In the absence of the Secretary at the meeting of the Board, the Chairman shall appoint a Secretary Pro Tem. The Secretary shall be a member of the Board's Executive Committee. The Secretary shall notify each municipality of the expiration date of its municipal appointee to the District Board and shall request reappointment or appointment of a new Board member.

H. Duties of the Treasurer – The Treasurer or his/her duly appointed agent shall receive and take charge of all money, property and securities of the District delivered to him/her and shall deposit all money so received to the credit of the District in a bank or banks selected by the Board. The Treasurer shall prepare all disbursements by check. The Treasurer shall keep an accurate record of receipts and disbursements. All fiscal matters pertaining to the District shall be conducted in accordance with appropriate provisions of the Connecticut General Statutes. The Treasurer shall be a member f the Board's Executive Committee.

ARTICLE VI – STANDING COMMITTEES

A. Executive Committee – The Executive Committee shall consist of the four officers pus the immediate past Chairman and chairs of the following standing committees: Marketing, Sales, Long-range Planning, and Nominating. The chairman of any other committee established by the Board shall also be a member of the Executive Committee.

The Executive Committee shall:
(1) Prepare the annual budget;
(2) Prepare a monthly report for each budget item showing the relationship of appropriated funds to expended funds;
(3) Recommend to the Board adjustments in the annual budget;
(4) Oversee the administrative/personnel policies and procedures of the District, and
(5) Act on behalf of the District between meetings of the Board of Directors, except where the authority to act is clearly and specifically reserved to the Board.

B. Nominating Committee - The Nominating Committee shall consist of six members of the Board, three of whom shall be municipal appointees and three of whom shall be Board appointees representing tourism interests within the District and none of whom shall be offices. To the extent practical, the composition of the Nominating Committee shall reflect the geographic breath of the District and its range of tourism interests. The Chairman of the Board shall appoint these members, who shall serve one-year terms, and shall designate the chair of the committee. Members of the Nominating Committee shall not serve for more than three consecutive terms.

The nominating Committee shall recommend at the Board's annual meeting a slate of officers and candidates for the number of directors representing tourism interests, as prescribed in Article IV, Section A.

In the event that a vacancy shall occur in any office or Board appointment, the Nominating Committee shall recommend to the Board a successor to serve the unexpired term.

The Nominating Committee shall assume additional duties as prescribed by these Bylaws and/or the Board.

C. Marketing Committee – The Marketing Committee shall consist of a minimum of six members. To the extent practical, the composition of the Marketing Committee shall reflect the geographic breadth of the District and its range of tourism interests. The chairman of the Board shall appoint the members and the chair of the Marketing Committee. The Marketing Committee shall:

(1) Prepare and recommend a long-range marketing plan for the District, including hotel and conference marketing, that is consistent with the Strategic Marketing Plan of the State of Connecticut; prepare and recommend to the Board an annual marketing plan for the District; recommend to the Board appointment of other committees deemed necessary to fulfill the marketing goals of the District.

(2) Oversee outreach and public relations programs of the District

(3) Assume additional duties as prescribed by these Bylaws and the Board.

D. The Long-range Planning Committee shall consist of at least five members and shall oversee research and planning related to the tourism industry and interests within the District. To the extent practical, the composition of the Planning Committee shall reflect the geographic breadth of the District and its range of tourism interests. The Chairman of the Board shall appoint the members and the chair of the Long-range Planning Committee.

E. Sales Committee – The Sales Committee shall consist of at least five e members and shall be responsible for coordinating sales activities related to hotel, conference and group tours. To the extent practical, the composition of the committee shall reflect the geographic breadth f the District and its range of tourism interests. The Chairman of the Board shall appoint the members and the chair of the Sales Committee.

ARTICLE VII – OTHER COMMITTEES

Other Committees – The District, acting through its Board, any establish such committees as it may see fit with such members, powers, duties, and terms of service as the District may determine. In establishing such committees, their relationship to the Board and officers shall be stated. The chairman of each committee shall be a member of the Board, but additional members of each committee need not be members of the Board.

ARTICLE VIII – MEETINGS

A. General – On or before the 31st of December each year, the Chairman and the Secretary of the District shall notify in writing the municipal clerks of the member municipalities of the meeting schedule of the Board and standing committees for the coming year. Such notice shall state the date, time and place of the scheduled meetings. If special meetings are required, advanced notice shall be given to municipal clerks in compliance with the Connecticut General Statutes.

B. Call of Meetings – Each member of the Board, standing committee members and municipal clerks shall be sent written notice of meetings of the Board and standing committees not more than Twenty or less than ten days before the meeting date. The notice shall state the date, time and place of the meeting and shall include a proposed agenda

C. Meetings of the Board – The board shall meet bi-monthly at a date and time agreed upon by the Board. Special meetings may be called by the Chairman or by petition of twenty-five percent of the members of the Board. A special meeting of the Board may be called by the Chairman of the Board with at least 24 hours notice to the Board and municipal clerks.

D. Executive Committee Meetings – Executive Committee Meetings may be conducted by telephonic or electronic means provided at least one day's notice and access information is provided to all those required to receive notice of meetings per these by-laws. Minutes shall be taken at telephonic/electronic meetings and circulated to all Executive Committee members for approval at the next monthly meeting – face-to –face, electronic or telephonic.

E. Annual and Budget Meetings – The regular meeting of the Board in June shall be the annual meeting. The Board shall act on the District's budget for the coming year at a meeting of the Board held prior to March 1. Said proposed budget shall then be submitted to the Executive Director of the Commission on Culture and Tourism for review, comments, and recommendations by the Commission.

F. Quorums – Unless specifically provided elsewhere in these Bylaws, for the conduct of normal business at any meeting, one-third of the total membership entitled to vote shall constitute a quorum. Members may participate by telephone or other electronic means at any meeting with the permission of the Chair and be counted toward a quorum. Telephonic/electronic participation is allowed only if all participants can hear and be heard and if the public has access in compliance with the Connecticut Statutes on Freedom of Information. If a quorum shall not be present at any meeting, then those who are present may set a date, time, and place for an adjourned meeting, provided that notice of such a meeting shall comply with the Connecticut General Statutes and with Article VIII of these Bylaws. At any meeting at which a quorum is present, members of the Board not present may vote by telephonic or electronic means on any matter properly coming before the Board for action.

ARTICLE X – FINANCING

A. Fiscal Year – The fiscal year of the District shall run from July 1 to June 30th.

B. Adoption of the Budget – At the regular meeting of the Board in February the Executive Committee shall propose a budget for the coming fiscal year. The budget shall be adopted at a meeting of the Board held prior to March 1. Said proposed budget shall then be submitted to the Executive Director of the Commission on Culture and Tourism for review, comments, and recommendations by the Commission. The adopted budget may be amended upon recommendation of the Executive Committee by a vote of the Board and with the concurrence of the Commission on Culture and Tourism.

C. Funding – Requests from the District for regular state funding or challenge grants shall comply with the provisions of Public Act 03-6 of the Connecticut General Statutes and any amendments thereto and with such rules and regulations as may be promulgated by the Commission on Culture and Tourism.

As provided within Public Act 03-6, the District shall solicit and may accept private funds for the promotion of tourism within the District and shall coordinate its activities with any private, non-profit tourism association within the district and within the state that promotes tourism industry businesses within Connecticut.

D. Expenditure of Funds – Within the limits of the budget approved by the Board and by the Commission on Culture and Tourism, the District is authorized to purchase ordinary supplies, services, and equipment and to pay salaries and wages. The Executive Director is authorized to direct the preparation of checks to meet these expenditures upon receipt of vouchers previously reviewed by the appropriate committee chairman. Any items exceeding $1,000 not included in the budget or any funding for new programs must be submitted to the Board for approval. Expenditures shall be made upon forms and by procedures designed by the Executive Director and approved by the Treasurer. Normally, checks shall be signed by the Executive Director and the Treasurer. In the absence of the Executive Director or Treasurer, the Chair or Vice Chair are authorized to sign.

Fidelity Bonding – All members of the Board and staff handling funds shall be bonded. The premiums on such bonds shall be paid by the District.

E. Audit – Upon completion of its fiscal year, the District shall have an audit of its financial management by a Certified Public Accountant, selected by the Executive Committee, conducted in accordance with Sections 4-230 to 4-236, inclusive, of the Connecticut General Statutes and any amendments thereto. Copies of each annual audit shall be distributed to each member municipality of the District, the Connecticut Commission on Culture and Tourism, and Office of Fiscal Analysis in the Connecticut Office of Policy and Management.

F. Financial Policy – The District shall not incur any financial obligation, which will cause member municipalities to have to pay any obligation of the District without the consent of member municipalities. No officer or committee chair is authorized to execute contracts or otherwise bind the District to expenditure. Such action shall be authorized solely resolution of the Board of Directors.

ARTICLE XI – ANNUAL REPORT

Within three months after the close of each fiscal year, the District shall prepare an annual report summarizing its activities, accomplishments, and financing. The annual report shall be distributed to all Board members, Chief Executives and municipal clerks of all member municipalities of the District, the Connecticut Commission on Culture and Tourism, and to the members of the General Assembly representing the member municipalities.

ARTICLE XII – CORPORATE SEAL

The District shall have a corporate seal of such design as may be approved by the Board.

ARTICLE XIII – AMENDMENTS

These Bylaws may be amended by a vote of two-thirds of the members of the Board present and voting at a duly called meeting at which a quorum is present, provided that notice of the complete text of the proposed amendment(s) shall have been mailed at least twenty days prior to the meeting of all Board members.

APPROVED 12/14/04
Amended 06/01/11
Amended 12/12/13

(c) Any former tourism district may, with the approval of the executive director, transfer noncash assets, including fixed assets and leases, to a regional tourism district or districts serving the towns formerly served by such district.

(d) Any regional tourism district may, by vote of its board of directors and with the approval of the commission, assume the liabilities of a former tourism district that served all or part of the area served by the new district. No such assumption shall be approved unless (1) the regional district's approved budget makes provision for the costs arising from the assumption of liability; and (2) the commission finds that the proposed assumption of liability is fair and equitable.

(P.A. 04-205, S. 3; Sept. Sp. Sess. P.A. 09-7, S. 14.)

History: P.A. 04-205 effective June 3, 2004 (Revisor's note: The statutory reference contained in Subsec. (a)(4) was changed editorially by the Revisors to "section 10-397" for accuracy); Sept. Sp. Sess. P.A. 09-7 amended Subsec. (b) to change references re tourism districts from Southwestern and Northwestern to Western and South Central to Central, effective January 1, 2010.

Sec. 10-397b. Termination of former tourism district operations. Any tourism district in existence on July 1, 2003, that terminates operations prior to January 1, 2004, may file a single audit report for the period from July 1, 2002, until the termination of such district's operations. Such audit shall in all other respects comply with the provisions of chapter 55b.

(P.A. 04-205, S. 4.)

History: P.A. 04-205 effective June 3, 2004.

3 years.

Sec. 10-398. Preparation of budgets for regional tourism districts for fiscal year ending June 30, 2004. Notwithstanding subsection (a) of section 10-394, for the fiscal year ending June 30, 2004, no later than October 1, 2003, each regional tourism district established under section 10-397 shall prepare a proposed budget for the fiscal year ending June 30, 2004, to carry out its statutory duties. After approval by said tourism district's board of directors, and no later than October 1, 2003, the tourism district shall submit the proposed budget to the executive director of the Commission on Culture and Tourism for review, comments and recommendations by the commission concerning the proposed expenditures. The commission shall review, in consultation with the tourism district, the proposed budget no later than October 10, 2003, and approve or disapprove the budget. If the commission disapproves any annual budget, it shall adopt an interim budget and such interim budget shall take effect immediately and shall remain in effect until the tourism district submits and the commission approves a modified budget. The tourism district shall, on or before November 1, 2003, submit a copy of the budget to the joint standing committees of the General Assembly having cognizance of matters relating to appropriations, finance, revenue and bonding and commerce and the Office of Policy and Management, including an explanation detailing the proposed expenditures for the tourism district for the succeeding fiscal year. No funds shall be expended by the tourism district without prior approval of the budget by the Commission on Culture and Tourism.

(June 30 Sp. Sess. P.A. 03-6, S. 217; P.A. 04-205, S. 5; May Sp. Sess. P.A. 04-2, S. 30.)

History: June 30 Sp. Sess. P.A. 03-6 effective August 20, 2003; P.A. 04-205, effective June 3, 2004, and May Sp. Sess. P.A. 04-2, effective May 12, 2004, both replaced Connecticut Commission on Arts, Tourism, Culture, History and Film with Connecticut Commission on Culture and Tourism.

Sec. 10-397. Regional tourism districts. Established. Boards of directors. Accounting and reporting requirements. Solicitation and receipt of funds. (a) There are established three regional tourism districts, each of which shall promote and market districts as regional leisure and business traveler destinations to stimulate economic growth. The districts shall be as follows:

(1) The eastern regional district, which shall consist of Ashford, Bozrah, Brooklyn, Canterbury, Chaplin, Colchester, Columbia, Coventry, East Lyme, Eastford, Franklin, Griswold, Groton, Hampton, Killingly, Lebanon, Ledyard, Lisbon, Lyme, Mansfield, Montville, New London, North Stonington, Norwich, Old Lyme, Plainfield, Pomfret, Preston, Putnam, Salem, Scotland, Sprague, Sterling, Stonington, Thompson, Union, Voluntown, Waterford, Willington, Windham and Woodstock;

(2) The central regional district, which shall consist of Andover, Avon, Berlin, Bethany, Bloomfield, Bolton, Branford, Canton, Cheshire, Chester, Clinton, Cromwell, Deep River, Durham, East Granby, East Haddam, East Hampton, East Hartford, East Haven, East Windsor, Ellington, Enfield, Essex, Farmington, Glastonbury, Granby, Guilford, Haddam, Hamden, Hartford, Hebron, Killingworth, Madison, Manchester, Marlborough, Meriden, Middlefield, Middletown, Milford, New Britain, New Haven, Newington, North Branford, North Haven, Old Saybrook, Orange, Plainville, Portland, Rocky Hill, Simsbury, Somers, South Windsor, Southington, Stafford, Suffield, Tolland, Vernon, Wallingford, West Hartford, West Haven, Westbrook, Wethersfield, Windsor, Windsor Locks and Woodbridge; and

(3) The western regional district, which shall consist of Ansonia, Barkhamsted, Beacon Falls, Bethel, Bethlehem, Bridgeport, Bridgewater, Bristol, Brookfield, Burlington, Canaan, Colebrook, Cornwall, Danbury, Darien, Derby, Easton, Fairfield, Goshen, Greenwich, Hartland, Harwinton, Kent, Litchfield, Middlebury, Monroe, Morris, Naugatuck, New Fairfield, New Hartford, New Milford, New Canaan, Newtown, Norfolk, North Canaan, Norwalk, Oxford, Plymouth, Prospect, Redding, Ridgefield, Roxbury, Salisbury, Seymour, Sharon, Shelton, Sherman, Southbury, Stamford, Stratford, Thomaston, Torrington, Trumbull, Warren, Washington, Waterbury, Watertown, Weston, Westport, Wilton, Winchester, Wolcott and Woodbury.

(b) Each regional tourism district shall be overseen by a board of directors consisting of one representative from each municipality within the district, appointed by the legislative body of the municipality and, where the legislative body is a town meeting, by the board of selectmen. Any such member of a board of directors shall serve for a term of three years. In addition, the board of directors may appoint up to twenty-one persons representing tourism interests within the district to serve on the board. No board member shall be deemed a state employee for serving on said board. All appointments to the board of directors shall be reported to the Commissioner of Economic and Community Development.

(c) *The provisions of the Freedom of Information Act,* as defined in section 1-200, shall apply to each regional tourism district.

(d) Each tourism district shall adopt a charter and bylaws governing its operation.

(e) Each regional tourism district shall (1) comply with uniform standards for accounting and reporting expenditures that are established by the Department of Economic and Community Development in accordance with section 10-392 and are based on industry accounting standards developed by the International Association of Convention and Visitor Bureaus or other national organizations related to tourism, and (2) on or before January first of each year, submit to the department, the Office of Policy and Management and the Office of Fiscal Analysis an independent audit in accordance with the provisions of sections 4-230 to 4-236, inclusive.

(f) Each regional tourism district shall solicit and may accept private funds for the promotion of tourism within its towns and cities and shall coordinate its activities with any private nonprofit tourist association within the district and within this state, that promotes tourism industry businesses in this state, in order to foster cooperation in the promotion of such businesses. Any funds received by a regional tourism district may be deposited in the account established in section 10-395 or in an account established by such tourism district to receive such funds.

(g) The central regional district office shall be located within the department.

(h) The commissioner shall, within available appropriations, distribute tourism funding evenly among the three tourism districts.

TOURISM DISTRICT STATUTES AS OF 4/1/2011

Sec. 10-394. Preparation of annual budgets for regional tourism districts. Administrative costs. (a) On or before June first of each year, each regional tourism district established under section 10-397 shall prepare a proposed budget for the next succeeding fiscal year beginning July first to carry out its statutory duties. After approval by said tourism district's board of directors, and no later than June first of each year, the tourism district shall submit the proposed budget to the executive director of the Commission on Culture and Tourism for review, comments and recommendations by the commission concerning the proposed expenditures. On and after December 31, 2010, and annually thereafter, the commission shall review, in consultation with the tourism district, the proposed budget no later than June thirtieth, and approve or disapprove the budget. If the commission disapproves any annual budget, the commission shall adopt an interim budget and such interim budget shall take effect at the commencement of the fiscal year and shall remain in effect until the tourism district submits and the commission approves a modified budget. The tourism district shall, on or before March 15, 2011, and annually thereafter, submit a copy of the budget to the joint standing committees of the General Assembly having cognizance of matters relating to appropriations, finance, revenue and bonding and commerce and the Office of Policy and Management, including an explanation detailing the proposed expenditures for the tourism district for the succeeding fiscal year. No funds shall be expended on or after December 31, 2010, by the tourism district without prior approval of the budget or adoption of an interim budget by the Commission on Culture and Tourism.

(b) On and after December 31, 2010, each regional tourism district shall ensure that no more than twenty per cent of the total annual grant amount received by the district is used for administrative costs. The executive director, with the approval of the commissioners, shall develop guidelines concerning administrative costs for tourism districts.

(June 30 Sp. Sess. P.A. 03-6, S. 212; P.A. 04-205, S. 5; May Sp. Sess. P.A. 04-2, S. 30; Sept. Sp. Sess. P.A. 09-7, S. 51.)

History: June 30 Sp. Sess. P.A. 03-6 effective August 20, 2003; P.A. 04-205, effective June 3, 2004, and May Sp. Sess. P.A. 04-2, effective May 12, 2004, both replaced Connecticut Commission on Arts, Tourism, Culture, History and Film with Connecticut Commission on Culture and Tourism; Sept. Sp. Sess. P.A. 09-7 amended Subsec. (a) by adding "On and after December 31, 2010, and annually thereafter" re requirement for commission to review budget, changing date for each district to submit budget to the legislature from September 15 to March 15 and adding "on or after December 31, 2010," re requirement for expending funds, and amended Subsec. (b) to add "on and after December 31, 2010," and change "received by it pursuant to section 10-398" to "received by the district", effective January 1, 2010.

See Sec. 10-393 re district budgets for fiscal year ending June 30, 2004.

Sec. 10-395. Connecticut Commission on Culture and Tourism account. There is established an account within the General Fund to be known as the "Connecticut Commission on Culture and Tourism account". The account shall contain all moneys required by law to be deposited in the account, including moneys received pursuant to section 10-398.

(June 30 Sp. Sess. P.A. 03-6, S. 213; P.A. 04-205, S. 5; May Sp. Sess. P.A. 04-2, S. 30.)

History: June 30 Sp. Sess. P.A. 03-6 effective August 20, 2003; P.A. 04-205, effective June 3, 2004, and May Sp. Sess. P.A. 04-2, effective May 12, 2004, both replaced Connecticut Commission on Arts, Tourism, Culture, History and Film with Connecticut Commission on Culture and Tourism.

Sec. 10-397. Regional tourism districts. Established. Boards of directors. Accounting and reporting requirements. Solicitation and receipt of funds. (a) There are established three regional tourism districts, each of which shall promote and market districts as regional leisure and business traveler destinations to stimulate economic growth. *The districts shall be as follows:*

(1) The eastern regional district, which shall consist of Ashford, Bozrah, Brooklyn, Canterbury, Chaplin, Colchester, Columbia, Coventry, East Lyme, Eastford, Franklin, Griswold, Groton, Hampton, Killingly, Lebanon, Ledyard, Lisbon, Lyme, Mansfield, Montville, New London, North Stonington, Norwich, Old Lyme, Plainfield, Pomfret, Preston, Putnam, Salem, Scotland, Sprague, Sterling, Stonington, Thompson, Union, Voluntown, Waterford, Willington, Windham and Woodstock;

(2) The central regional district, which shall consist of Andover, Avon, Berlin, Bethany, Bloomfield, Bolton, Branford, Canton, Cheshire, Chester, Clinton, Cromwell, Deep River, Durham, East Granby, East Haddam, East Hampton, East Hartford, East Haven, East Windsor, Ellington, Enfield, Essex, Farmington, Glastonbury, Granby, Guilford, Haddam, Hamden, Hartford, Hebron, Killingworth, Madison, Manchester, Marlborough, Meriden, Middlefield, Middletown, Milford, New Britain, New Haven, Newington, North Branford, North Haven, Old Saybrook, Orange, Plainville, Portland, Rocky Hill, Simsbury, Somers, South Windsor, Southington, Stafford, Suffield, Tolland, Vernon, Wallingford, West Hartford, West Haven, Westbrook, Wethersfield, Windsor, Windsor Locks and Woodbridge; and

(3) The western regional district, which shall consist of Ansonia, Barkhamsted, Beacon Falls, Bethel, Bethlehem, Bridgeport, Bridgewater, Bristol, Brookfield, Burlington, Canaan, Colebrook, Cornwall, Danbury, Darien, Derby, Easton, Fairfield, Goshen, Greenwich, Hartland, Harwinton, Kent, Litchfield, Middlebury, Monroe, Morris, Naugatuck, New Fairfield, New Hartford, New Milford, New Canaan, Newtown, Norfolk, North Canaan, Norwalk, Oxford, Plymouth, Prospect, Redding, Ridgefield, Roxbury, Salisbury, Seymour, Sharon, Shelton, Sherman, Southbury, Stamford, Stratford, Thomaston, Torrington, Trumbull, Warren, Washington, Waterbury,

Watertown, Weston, Westport, Wilton, Winchester, Wolcott and Woodbury.

(b) Each regional tourism district shall be overseen by a board of directors consisting of one representative from each municipality within the district, appointed by the legislative body of the municipality and, where the legislative body is a town meeting, by the board of selectmen. Any such member of a board of directors shall serve for a term of three years. In addition, the board of directors may appoint up to twenty-one persons representing tourism interests within the district to serve on the board. No board member shall be deemed a state employee for serving on said board. All appointments to the board of directors shall be reported to the executive director of the Connecticut Commission on Culture and Tourism.

(c) The provisions of the Freedom of Information Act, as defined in section 1-200, shall apply to each regional tourism district.

(d) Not later than February 1, 2010, the commission shall assist the central and western regional tourism districts in establishing a committee to draft a charter and bylaws for each district and to organize the initial meeting of the board of directors of each district, to be held no later than February 15, 2010.

(e) Each regional tourism district shall (1) comply with uniform standards for accounting and reporting expenditures that are established by the commission in accordance with section 10-392 and are based on industry accounting standards developed by the International Association of Convention and Visitor Bureaus or other national organizations related to tourism, and (2) on or before January first of each year, submit to the commission, the Office of Policy and Management and the Office of Fiscal Analysis an independent audit in accordance with the provisions of sections 4-230 to 4-236, inclusive.

(f) Each regional tourism district shall solicit and may accept private funds for the promotion of tourism within its towns and cities and shall coordinate its activities with any private nonprofit tourist association within the district and within this state, that promotes tourism industry businesses in this state, in order to foster cooperation in the promotion of such businesses. Any funds received by a regional tourism district may be deposited in the account established in section 10-395 or in an account established by such tourism district to receive such funds.

(g) The central regional district office shall be located within the Hartford offices of the commission.

(June 30 Sp. Sess. P.A. 03-6, S. 215; P.A. 04-20, S. 5; 04-205, S. 5; May Sp. Sess. P.A. 04-2, S. 30; Sept. Sp. Sess. P.A. 09-7, S. 12; P.A. 10-32, S. 30.)

History: June 30 Sp. Sess. P.A. 03-6 effective August 20, 2003; P.A. 04-20 made technical changes, effective April 16, 2004; P.A. 04-205, effective June 3, 2004, and May Sp. Sess. P.A. 04-2, effective May 12, 2004, both replaced Connecticut Commission on

Arts, Tourism, Culture, History and Film with Connecticut Commission on Culture and Tourism; Sept. Sp. Sess. P.A. 09-7 amended Subsec. (a) to reduce number of tourism districts from 5 to 3 by combining south central region towns into central regional district and combining northwestern and southwestern region towns into new western regional district, amended Subsec. (d) to replace former provisions with provisions re central and western regional tourism districts charter, bylaws and initial meeting, and added Subsec. (g) re central regional district office, effective January 1, 2010; P.A. 10-32 made technical changes in Subsec. (a), effective May 10, 2010.

Sec. 10-397a. Assets and liabilities of former tourism districts. (a) As used in this section:

(1) "Commission" means the Connecticut Commission on Culture and Tourism created by section 10-392;

(2) "Executive director" means the executive director of the Connecticut Commission on Culture and Tourism appointed pursuant to section 10-393;

(3) "Former tourism district" means the tourism districts, as defined in section 32-302 of the general statutes, revision of 1958, revised to January 1, 2003; and

(4) "Regional tourism district" means one of the five regional tourism districts created by section 10-397.

(b) Any former tourism district having a cash surplus, after accounting for all liabilities, may distribute such surplus to the regional tourism district or districts serving the towns formerly served by such district. Any distribution shall be divided among the new district or districts in accordance with the following schedule:

Former District	New District(s)
Northeastern	Eastern (100%)
Southeastern	Eastern (100%)
North Central	Central (100%)
Greater Hartford	Central (95%) Northwestern (5%)
Central Connecticut	Central (80%) South Central (20%)
Connecticut Valley	Central (60%) South Central (40%)
Greater New Haven	South Central (67%) Northwestern (20%) Southwestern (13%)
Litchfield Hills	Northwestern (100%)
Housatonic Valley	Northwestern (100%)
Greater Waterbury	Northwestern (100%)
Greater Fairfield	Southwestern (100%)

MINUTES
BOARD OF SELECTMEN
SPECIAL MEETING
March 02, 2021
5:00PM
Waterford Town Hall
ZOOM via Phone Access Only

Meeting ID: 436 089 7991
Passcode: 123123
One tap mobile
+13126266799,,4360897991#,,,,*123123# US (Chicago)
+19292056099,,4360897991#,,,,*123123# US (New York)

Members Present: First Selectman Robert Brule, Selectwoman Jody Nazarchyk, and Selectwoman Elizabeth Sabilia

1. **Call to order & Roll Call-** First Selectman Robert Brule called the meeting to order at @ 5:02pm

2. **Pledge of Allegiance**

3. **Public Comment: NONE**

4. **Planning & Zoning Department-** To consider and act on a request from Abby Y. Piersall, AICP, Planning Director, to appropriate $250,000 for a new Capital Project for the Crystal Mall Redevelopment Feasibility Study grant application with the Economic Development Administration.

Discussion; Lengthy

MOTION by Nazarchyk, and seconded by Sabilia to approve the request as stated and forward onto the Board of Finance, VOTING IN FAVOR: unanimous **VOTE:3-0**

5. **Emergency Management-** To consider and act on a request from Steve Sinagra, Emergency Management Director, for an additional appropriation of $30,908.99 for Radio Replacements.

MOTION by Nazarchyk, and seconded by Sabilia to approve the request as stated and forward onto the Board of Finance, VOTING IN FAVOR: unanimous **VOTE:3-0**

6. **Correspondence:**
   6a. Chief Vincent B. Ukleja Letter

7. **New Business: NONE**

8. **Consent Agenda:**

8a. **Tax refund-NONE**

Meeting Minutes-February 10, 2021- Correction to be made item number 23. Vote:2-1 (Sabilia) and number 33. Vote:2-1 (Sabilia). With amendment and corrections made- **Approved**

Meeting Minutes-February 16, 2021-**Approved**

Meeting Minutes-February 23, 2021-**Approved**

1. 9. **Adjournment-- MOTION** was made by Ms. Nazarchyk and seconded by Ms. Sabilia to adjourn at 5:55pm. VOTING IN FAVOR; unanimous, **VOTE:3-0**

Respectfully Submitted,

Cindy Dupointe

Cindy Dupointe
Recording Secretary