

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

AGENDA
REPRESENTATIVE TOWN MEETING
REGULAR MEETING
Monday, February 7, 2022
7:00pm – Waterford Town Hall

RECEIVED FOR RECORD
WATERFORD, CT
2022 JAN 26 AM 9:30

- A. Pledge of Allegiance
- B. Roll Call
- C. To consider and act upon the minutes of the December 6, 2021 Annual Meeting and the January 3, 2022 Special Meeting
- D. Correspondence
- E. Public Comment
- F. Committee reports and referrals
- G. Appointee & Liaison updates
- H. Transaction of Business on the Call;
 - 1. To consider and act upon a recommendation from the Board of Finance for an additional appropriation in the amount of **\$409,400** as a new project from the **Capital Non-Recurring Undesignated fund balance line #205-31520 for HVAC and roof replacement for the Public Safety Building.**
 - 2. To consider and act upon a recommendation from the Board of Finance for an additional appropriation in the amount of **\$12,500** as a new project from the **Capital Non-Recurring Undesignated fund balance line #205-31520 to co-fund a new pump-out boat for Save the River-Save the Hills.**
 - 3. To consider and act upon a recommendation from the Board of Finance for an additional appropriation in the amount of **\$250,000** as a new project from the **Capital Non-Recurring Undesignated Fund Balance line #205-31520 to recondition the elevators in the Town Hall and Youth Services Building.**
 - 4. To consider and act upon a recommendation from the Board of Finance to merge two projects by requesting to move **\$1,990,000** from **designated line #20523-57792 into designated line #20523-57733 and then close out project #20523-57792 (Oswegatchie Building Renovations).**

5. To consider and act upon a recommendation from the Board of Finance for an appropriation in the amount of **\$170,000** from **Capital and Non-Recurring designated line #20560-57822 IT Learning Boards**.
6. To consider and act upon three regular member appointments to the Ethics Commission. (Term 02/07/2022 – 02/05/2024)
7. To consider and act upon an alternate member appointment to the Ethics Commission. (Term 02/07/2022 – 02/05/2024)
8. To consider and act upon an appointment to the Utility Commission due to the resignation of Peter Green. (Term 04/01/2021 – 03/31/2025)
9. To consider and act upon the recommendation from the Finance, Wage & Personnel Standing Committee of the RTM to annually increase the elected officials' salaries by the least of the following, effective **July 1, 2022**:
 - A. Percentage increase of the CPI-U from July of the preceding fiscal year.
 - B. Half (50%) of the percentage increase approved for non-union management.
 - C. One point five percent (1.5%).
10. To consider and act upon a motion to discuss strategy and/or negotiations in executive session with respect to a discussion of the selection of a site, sale or purchase of real estate by the Town of Waterford.
11. To consider and act upon an Easement and Assignment Agreement with American Tower Asset Sub II, LLC for a cell tower located at 85 Miner Lane, Waterford, CT, and to authorize the First Selectman to sign such agreement on behalf of the Town of Waterford, subject to a legal review by the Town Attorney.
12. To consider and act upon the budget schedule for the May 2022, budget hearings for the Fiscal Year 2023 Budget.

I. New Business

J. Adjournment

FIFTEEN ROPE FERRY ROAD
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C

MINUTES
REPRESENTATIVE TOWN MEETING
Special Meeting
Waterford Town Hall – ZOOM only.
January 3, 2022

RECEIVED FOR RECORD
JAN 10 2022
2022 JAN -5 PM 3:04
JOHNSON

RTM Moderator Paul Goldstein called the January 3, 2022 Special Meeting of the Representative Town Meeting to order at 7:01 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Greg Attanasio, Michael Bono, Jennifer Bracciale, Mary Childs, Thomas J. Dembek, Susan Driscoll, , Timothy Fioravanti, Steve Garvin, Nick Gauthier, Kevin Girard, Paul Goldstein, Kristin Gonzalez, Ryan Healy, Jennifer Kohl, Cheryl Larder, Richard Muckle, Theodore Olynciw, Dan Radin, Michael Rocchetti, Danielle Steward-Gelinas, David Sugrue, Dave Welch.

ABSENT: Timothy Condon, Richard Holmes, and Paul Konstantakis.

EX-OFFICIO MEMBERS PRESENT: First Selectman Robert J. Brule

EX-OFFICIO MEMBERS ABSENT: Selectwoman Jody Nazarchyk; Selectman Elizabeth Sabilla; Chair of the Board of Education Patricia Fedor; Chair of the Board of Finance Glenn Patterson.

ALSO PRESENT: Town Clerk David L. Campo; Town Attorney Rob Avena.

ITEM C - CORRESPONDENCE

Moderator Goldstein noted that correspondence was received by email in regards to the CNR.

ITEM D - PUBLIC COMMENT

RTM Member Ted Olynciw reminded the body that free COVID tests would be available on Tuesday, January 4, 2022 at the Waterford Beach Park.

CALL ITEM 1 – Community Center HVAC

MOTION by Steward-Gelinas, seconded by Muckle, to approve a recommendation from the Board of Finance for an appropriation in the amount of \$59,650 from **Capital and Non-Recurring designated line #20501-57788 Community Center HVAC Control Separation.**

MOTION by Larder, seconded by Gauthier, to reduce the amount to \$8,850 to address the study portion only.

Discussion ensued

MOTION by Steward-Gelinas, seconded by Muckle, to move the question

VOTING IN FAVOR: Bono, Bracciale, Childs, Dembek, Garvin, Gauthier, Girard, Goldstein, Healy, Muckle, Radin, Rocchetti, Steward-Gelinas, Sugrue, Welch.

VOTING AGAINST: Attanasio, Driscoll, Fioravanti, Gonzalez, Kohl, Larder, Olynciw.

MOTION PASSED: 15-7-0

VOTING IN FAVOR OF REDUCTION: Attanasio, Childs, Larder, Olynciw, Radin.

VOTING AGAINST: Bono, Bracciale, Dembek, Driscoll, Fioravanti, Garvin, Gauthier, Girard, Goldstein, Gonzalez, Healy, Kohl, Muckle, Rocchetti, Steward-Gelinas, Sugrue, Welch.

MOTION FAILED: 5-17-0

MOTION by Rocchetti, seconded by Muckle, to move the original motion.

VOTING IN FAVOR: Unanimous

VOTING IN FAVOR OF ORIGINAL MOTION: Attanasio, Bono, Bracciale, Childs, Dembek, Driscoll, Fioravanti, Garvin, Gauthier, Girard, Goldstein, Gonzalez, Healy, Kohl, Muckle, Rocchetti, Steward-Gelinas, Sugrue, Welch.

VOTING AGAINST: Larder, Olynciw, Radin.

MOTION PASSED: 19-3-0

CALL ITEM 2 – Local Bridge Grant Program Overpayment

MOTION by Steward-Gelinas, seconded by Olynciw, to approve a recommendation from the Board of Finance for an appropriation in the amount of **\$37,901.45** to the **Capital and Non-Recurring fund** to reimburse the State of CT for the overpayment to the Town of Waterford for the Local Bridge Grant Program.

MOTION by Driscoll, seconded by Gauthier, to amend the motion to appropriate the money from Contingency Line #10121-59010.

Discussion ensued.

MOTION withdrawn by Driscoll and Gauthier.

Friendly amendment by Driscoll, and accepted by Steward-Gelinas and Olynciw, to include the CNR Line #20530-57659.

AMENDED MOTION: by Steward-Gelinas, seconded by Olynciw, to approve a recommendation from the Board of Finance for an appropriation in the amount of **\$37,901.45** to **Capital and Non-Recurring fund Line #20530-57659 Old Mill Road Bridge** to reimburse the State of CT for the overpayment to the Town of Waterford for the Local Bridge Grant Program.

VOTING IN FAVOR: Unanimous

MOTION by Dembek, seconded by Attanasio, to adjourn at 8:07 P.M.

VOTING IN FAVOR: Unanimous

Respectfully Submitted,

David L. Campo, CCTC

Waterford Town Clerk

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
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MINUTES
REPRESENTATIVE TOWN MEETING
Regular Meeting
December 6, 2021

First Selectman Robert Brule, Acting Moderator, called the December 6, 2021 Regular Meeting of the Representative Town Meeting to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Greg Attanasio, Michael Bono, Jennifer Bracciale, Mary Childs, Timothy Condon, Thomas J. Dembek, Susan Driscoll, Timothy Fioravanti, Steven Garvin, Nicholas Gauthier, Kevin Girard, Paul Goldstein, Kristen Gonzalez, Ryan Healy, Richard Holmes, Jennifer Kohl, Paul Konstantakis, Cheryl Larder, Richard Muckle, Theodore Olynciw, Dan Radin, Michael Rocchetti, Danielle Steward-Gelinas, David Sugrue, David Welch.

ABSENT: None

EX-OFFICIO MEMBERS PRESENT: First Selectman Robert J Brule.

EX-OFFICIO MEMBERS ABSENT: Selectwoman Jody Nazarchyk; Selectman Elizabeth Sabilla; Chair of the Board of Finance Ronald R. Fedor; Chair of the Board of Education Craig Merriman.

ALSO PRESENT: Town Clerk David L. Campo; Town Attorney Robert Avena; Director of Finance Kim Allen.

AGENDA ITEM C – Elect a Moderator.

NOMINATION by Steward Gelinas, seconded by Rocchetti, for Paul Goldstein to serve as Moderator for a term of one year.

A discussion arose on how the vote would be conducted for Moderator.

MOTION by Olynciw, seconded by Attanasio, to conduct vote by paper ballot rather than roll call vote.

VOTING IN FAVOR: Attanasio, Childs, Driscoll, Fioravanti, Gauthier, Gonzalez, Kohl, Konstantakis, Larder, Olynciw, Radin.

VOTING AGAINST Bono, Bracciale, Condon, Dembek, Garvin, Goldstein, Healy, Holmes, Muckle, Rocchetti, Steward-Gelinas, Sugrue, Welch, Girard.

MOTION FAILED: 11-14

NOMINATIONS CONTINUED

NOMINATION by Gauthier for Thomas Dembek.

Declined

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TOWN CLERK

NOMINATION by Olynciw for Richard Muckle.

Declined

NOMINATION by Gauthier, seconded by Attanasio, for Susan Driscoll.

MOTION by Muckle, seconded by Condon, to close nominations

VOTING IN FAVOR: Unanimous.

VOTING IN FAVOR OF GOLDSTEIN: Bono, Bracciale, Condon, Dembek, Garvin, Girard, Goldstein, Healy, Holmes, Muckle, Radin, Rocchetti, Steward-Gelinas, Sugrue, Welch.

VOTING AGAINST: Attanasio, Childs, Driscoll, Fioravanti, Gauthier, Gonzalez, Kohl, Konstantakis, Olynciw

ABSTAINED: Larder

GOLDSTEIN selected as Moderator: 15-9-1

AGENDA ITEM D – October 4, 2021 Minutes, October 28, 2021 Minutes & November 29, 2021 Minutes.

MOTION by Bono, seconded by Steward-Gelinas, to approve/unapprove each set of minutes individually.

VOTING IN FAVOR: Unanimous.

MOTION by Steward-Gelinas, seconded by Driscoll, to accept the October 4, 2021 Minutes with the following correction noted by Susan Driscoll: That the review of the Information Technology Committee Ordinance under NEW BUSINESS is assigned to the "Legislation and Administration Committee".

VOTING IN FAVOR: Attanasio, Bono, Bracciale, Condon, Dembek, Driscoll, Fioravanti, Gauthier, Goldstein, Muckle, Olynciw, Radin, Rocchetti, Steward-Gelinas.

VOTING AGAINST: None

ABSTAINED: Childs, Garvin, Girard, Gonzalez, Healy, Holmes, Kohl, Konstantakis, Larder, Sugrue, Welch

MOTION PASSED: 14-0-11

MOTION by Steward-Gelinas, seconded by Sugrue, to accept the October 28, 2021 Minutes.

VOTING IN FAVOR: Attanasio, Bracciale, Condon, Dembek, Driscoll, Fioravanti, Gauthier, Goldstein, Muckle, Olynciw, Radin, Rocchetti, Steward-Gelinas.

VOTING AGAINST: None

ABSTAINED: Bono, Childs, Garvin, Girard, Gonzalez, Healy, Holmes, Kohl, Konstantakis, Larder, Sugrue, Welch

MOTION PASSED: 13-0-12

MOTION by Steward-Gelinas, seconded by Muckle, to accept the November 29, 2021 Minutes.

VOTING IN FAVOR: Attanasio, Bracciale, Condon, Dembek, Driscoll, Fioravanti, Gauthier, Goldstein, Muckle, Olynciw, Radin, Rocchetti, Steward-Gelinas.

VOTING AGAINST: None

ABSTAINED: Bono, Childs, Garvin, Girard, Gonzalez, Healy, Holmes, Kohl, Konstantakis, Larder, Sugrue, Welch

MOTION PASSED: 13-0-12

CORRESPONDENCE

The following three items were received and further discussion, if needed would occur under NEW BUSINESS: Letter from Waterford Resident Michele Dibuono, letter from the Economic Development Chair Dan Radin, and a letter from RTM Member Ted Olynciw. Copies of letters can be obtained by contacting the Town Clerk.

PUBLIC COMMENT

RTM Member Ted Olynciw congratulated the new members on being elected and spoke on the importance of the work of the RTM.

AGENDA ITEM G

Reports were received and are on file in the Town Clerk's office from the following committees: Public Works Planning and Development, Legislation and Administration, Long Range Fiscal Planning Committee.

AGENDA ITEM H

None

CALL ITEM 1 – Future Paving Projects

PRESENTATION: Director of Public Works Gary Schneider, Director of Finance Kim Allen.

MOTION by Steward-Gelinas, seconded by Dembek, to approve a recommendation from the Board of Finance to transfer **\$1.8 million** from the **General Operating Fund Balance** into the **Capital Non-Recurring Undesignated Fund Balance** in anticipation of future paving projects.

Discussion Ensued

VOTING IN FAVOR: Unanimous.

CALL ITEM 2 – Executive Session

MOTION by Steward-Gelinas, seconded by Driscoll, to move that the RTM, along with Interim Human Resources Director Christine Walters, First Selectman Rob Brule, Town Labor Attorney Eileen Duggan, Director of Fire Services Michael Howley, Town Attorney Robert Avena, go into executive session for the purpose of discussing strategy and/or negotiations with respect to current and pending collective bargaining with multiple bargaining units. This action is taken without prejudice to the Town's right to discuss these matters in a private meeting pursuant to Connecticut General Statutes §1-200 (2) at 7:46.

VOTING IN FAVOR: Unanimous.

MOTION by Steward-Gelinas, seconded by Muckle to come out of Executive Session with no votes at 8:18 P.M.

VOTING IN FAVOR: Unanimous.

CALL ITEM 3 – Waterford Professional Firefighters Contract

PRESENTATION: Interim Human Resource Director Christine Walters, Director of Fire Services Michael Howley, Town Labor Attorney Eileen Duggan.

MOTION by Steward-Gelinas, seconded by Condon, to approve the funds necessary to implement the Tentative Agreement between the Town of Waterford and Waterford Professional Firefighters Association Local 4629 International Association of Firefighters AFL-CIO, covering the period July 1, 2021-June 30, 2024.

Discussion ensued.

MOTION by Olynciw, seconded by Muckle, to move the question.

VOTING IN FAVOR: Bono, Condon, Dembek, Garvin, Girard, Goldstein, Healy, Holmes, Konstantakis, Larder, Muckle, Olynciw, Radin, Rocchetti, Steward-Gelinas, Sugrue, Welch

VOTING AGAINST: Attanasio, Childs, Driscoll, Fioravanti, Gauthier, Gonzalez, Kohl

ABSTAINED: Bracciale

MOTION TO MOVE PASSED: 17-7-1

VOTING IN FAVOR OF CONTRACT: Unanimous with three abstentions. (Bracciale, Garvin, Welch)
22-0-3

CALL ITEM 4: Personnel Review Board

MOTION by Muckle, seconded by Rocchetti, to nominate Talivaldis Maidelis to serve a term of three years on the Personnel Review Board. (Term 12/01/2021 – 11/30/2024)

VOTING IN FAVOR: Unanimous

CALL ITEM 5: Personnel Review Board

MOTION by Muckle, seconded by Rocchetti, to nominate Krum Chuchev to fill a mid-term vacancy due to the resignation of Edward Murphy on the Personnel Review Board. (Term 12/01/2019 – 11/30/2022)

VOTING IN FAVOR: Unanimous

CALL ITEM 6 – Ethics Commission

MOTION by Sugrue, seconded by Rocchetti to nominate Adam Stone to fill a mid-term vacancy due to the resignation of Steve Garvin on the Ethics Commission (Term 02/01/2021 – 02/06/2023)

VOTING IN FAVOR: Unanimous

CALL ITEM 7 – Committee on Committees

MODERATOR Goldstein appointed the following members to serve on the Committee on Committees: Danielle Steward-Gelinas, Susan Driscoll, Steve Garvin, Michael Rocchetti, Ted Olynciw.

MODERATOR Goldstein called for a five minute recess.

CALL ITEM 8 – Standing Committee Assignments

MOTION by Steward-Gelinas, seconded by Rocchetti, to approve the Standing Committee Assignments of the RTM as presented by the Committee on Committees and read by Danielle Steward-Gelinas. (See Attachment)

VOTING IN FAVOR: Unanimous

CALL ITEM 9 – RTM Appointments.

MOTION by Steward-Gelinas, seconded by Rocchetti, to nominate Michael Bono to the Information Technology Committee.

MOTION by Driscoll, seconded by Kohl, to nominate Dan Radin to the Information Technology Committee.

VOTING IN FAVOR OF BOTH NOMINEES: Unanimous

MOTION by Steward-Gelinas, seconded by Driscoll, to nominate Paul Goldstein, Michael Rocchetti, Richard Muckle, Greg Attanasio, and Cheryl Larder to the Long Range Fiscal Planning Committee.

VOTING IN FAVOR OF THE NOMINEES: Unanimous

MOTION by Driscoll seconded by Radin, to nominate Theodore Olynciw to the School Building Committee. (Term 07/01/2020 – 06/30/2025)

VOTING IN FAVOR: Unanimous

CALL ITEM 10 – Retirement Commission

MOTION by Steward-Gelinas, seconded by Radin, to appoint Richard Muckle and Susan Driscoll to the Retirement Commission. (Term 01/01/2022 – 12/31/2023)

Friendly Amendment presented by Driscoll and accepted to change the terms to 12/06/2021 – 12/03/2023.

VOTING IN FAVOR: Unanimous

CALL ITEM 11 – Social Services Grants Review Board

MOTION by Steward-Gelinas, seconded by Bracciale, to appoint Thomas Dembek and Paul Konstantakis to the Social Services Grants Review Board. (Term 12/06/2021 – 12/05/2022)

VOTING IN FAVOR: Unanimous

CALL ITEM 12 – RTM Proposed Schedule

MOTION by Steward-Gelinas, seconded by Condon, to approve the proposed schedule as presented. (See Attachment)

VOTING IN FAVOR: Unanimous

CALL ITEM 13 – RTM Proposed Budget

MOTION by Steward-Gelinas, seconded by Muckle, to approve the FY23 budget in the amount of \$18,903 and forward to the Board of Selectmen for approval.

VOTING IN FAVOR: Unanimous

NEW BUSINESS:

Members discussed the letter from Theodore Olynciw and agreed it should be referred to as “short term rentals”.

MOTION by Driscoll, seconded by Olynciw, to refer the subject of “short term rentals” to the Public Works, Planning and Development Standing Committee of the RTM.

The letter from the Economic Development Committee Chair Dan Radin was discussed, but was not assigned to a committee.

Brief discussion in regard to the letter received from resident Michele Dibuono. First Selectman Robert Brule stated it was a personnel matter and no further discussion ensued.

Moderator Goldstein notified the body that a special meeting would be needed in early January and that the Town Clerk would be polling members by email in the future as to dates and times.

Town Clerk David Campo notified the body that the town was prepared to move forward with providing email addresses to RTM members. Discussion ensued.

MOTION by Steward-Gelinas, seconded by Condon, to adjourn at 9:36 P.M.

Respectfully Submitted,



David L. Campo, CCTC

Waterford Town Clerk

2021-2023 RTM Member Committee Assignments/Appointments

Committee on Committees

Moderator appoints at first annual meeting; minimum of 5 members; all 4 districts must be covered

Majority Leader—Steward-Gelinas (1)

Minority Leader—Driscoll (4)

Garvin (2)

Rocchetti (3)

Olynciw (1)

RTM Standing Committees (for duration of current RTM term)

Prepared by Majority and Minority Leader; endorsed by Committee on Committees; approved by RTM at first annual meeting. Every member must serve on at least one standing committee; minimum of 3 members; simple majority applies. Moderator serves as ex-officio member of every committee.

Legislation & Administration

R Dembek

R Muckle

R Welch

D Fioravanti

D Driscoll

Public Health, Recreation & Environment

R Bono

R Healy

R Bracciale

D Gauthier

D Childs

Public Works, Planning & Development

R Healy

R Bono

R Rocchetti

D Olynciw

D Attanasio

Education

R Steward-Gelinas

R Sugrue

R Holmes

D Gonzalez

D Konstantakis

U Radin

Finance, Wage & Personnel

R Girard

R Rocchetti

R Steward-Gelinas

D Larder

D Kohl

Public Protection & Safety

R Dembek

R Condon

R Garvin

D Driscoll

D Fioravanti

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**TOWN OF WATERFORD
AMERICAN RESCUE FUNDS QUARTERLY REPORT
OCTOBER 1, 2021 THROUGH DECEMBER 31, 2021**

1: PUBLIC HEALTH

1.5 Personal Protective Equipment

Wfd-1.5-01 PPE Supplies

Capital Investments to Public Facilities that respond to the COVID-19 public health

1.7 emergency

Wfd-1.7-01 First Responder CADlink Equipment and Software

Hangar 14 Solutions LLC
Slate Pages LLC
Tactical Communications
FIRSTNet/AT&T Mobility
Central Square
Central Square
Best Buy
Equipment MDM License

1.8 Other COVID-19 Public Health Expenses

Wfd-1.8-01 LedgeLight Health District

Wfd-1.8-02 COVID Test Kits

1.10 Mental Health Services

Wfd-1.10-01 Human Services Coordinator

Oct 4, 2021 - January 10, 2022

BUDGET	Encumbered	PO No.	Paid	Invoice #	Balance
\$ 1,000.00					\$ 1,000.00
\$ 62,000.00	\$ 9,414.00	220258	\$ 4,200.00	4188	\$ 199.23
	\$ -	220260	\$ 4,634.50	349	
	\$ 8,387.46	220262			
	\$ 897.80	220266	\$ 7,824.40		
	\$ 975.00	220269	\$ 15,000.57	330986	
	\$ 5,000.00	220408			
	\$ 3,759.84	220281			
	\$ 1,707.20	220362			
\$ 55,479.00	\$ -	220216	\$ 55,478.90	ARPAWAT	\$ 0.100
\$ 20,000.00					\$ 16,503.47
	\$ 899.50				
	\$ 2,537.09				
	\$ 59.94				
\$ 266,101.00	\$ 266,101.00				\$ 250,871.75
			\$ 15,229.25		

D

**AMERICAN RESCUE FUNDS QUARTERLY REPORT
OCTOBER 1, 2021 THROUGH DECEMBER 31, 2021**

		<u>BUDGET</u>	<u>Encumbered</u>	<u>PO No.</u>	<u>Paid</u>	<u>Invoice #</u>	<u>Balance</u>
	PUBLIC HEALTH SUBTOTAL	\$ 404,580.00	\$ 299,738.83		\$ 102,367.62		\$ 268,574.55
2: NEGATIVE ECONOMIC IMPACTS							
	2.9 Small Business Economic Assistance (General)						
	Wfd-2.9-01 Waterford Microgrants Business Startup Investments	\$ 100,000.00					\$ 100,000.00
	Wfd-2.9-02 Waterford Small Business Grants	\$ 200,000.00					\$ 200,000.00
	2.11 Aid to Tourism, Travel or Hospitality						
	Wfd-2.11-01 Eugene O'Neill Theater	\$ 524,000.00					\$ 524,000.00
	Wfd-2.11-02 Nevins Cottage	\$ 100,000.00					\$ 100,000.00
	NEGATIVE ECONOMIC IMPACTS SUBTOTAL	\$ 924,000.00	\$ -		\$ -		\$ 924,000.00
5: INFRASTRUCTURE							
	5.5 Clean Water: Other Sewer Infrastructure						
	Wfd-5.5-01 Cross Road Pump Station Upgrade	\$ 564,650.00	\$ 110,437.76	220255	\$ 3,627.24	0000216526	\$ 438,275.00
					\$ 12,310.00	0000217319	
	Wfd-5.5-02 Old Norwich Road Pump Station Upgrade	\$ 587,650.00	\$ 110,437.31	220255	\$ 3,627.24	0000216526	\$ 461,275.00
					\$ 12,310.45	0000217319	
	Wfd-5.5-03 Gorman Pump Station Control Panels Upgrade	\$ 163,750.00	\$ 163,750.00	220192			\$ -
	5.14 Drinking Water: Storage						
	Wfd-5.14-01 Fargo Lane Water Tower Rehab	\$ 1,200,000.00	\$ 52,500.00	220125	\$ 4,500.00	70348	\$ 1,141,000.00

**AMERICAN RESCUE FUNDS QUARTERLY REPORT
OCTOBER 1, 2021 THROUGH DECEMBER 31, 2021**

	BUDGET	Encumbered	PO No.	Paid	Invoice #	Balance
	\$			\$ 2,000.00	70460	
5.17 Broadband: Other Projects						
Wfd-5.17-01 Town GIS Updates	\$ 37,500.00	\$ 33,586.25	220214	\$ 1,085.00	1021994082	\$ -
Tighe&Bond				\$ 542.50	122194115	
				\$ 2,286.25	112194157	
Wfd-5.17-02 Town-wide Broadband Upgrade	\$ 1,653,250.00			\$ 480.00	V2508761	\$ 1,647,676.00
ePlus (security laptops maint contract)		\$ -	220289	\$ 5,094.00	V2501852	
ePlus (security laptops)						
INFRASTRUCTURE SUBTOTAL	\$ 4,206,800.00	\$ 470,711.32		\$ 47,862.68		\$ 3,688,226
TOTAL	\$ 5,535,380.00	\$ 770,450.15		\$ 150,230.30		\$ 4,614,700
TOTAL EXPECTED FUNDING	\$ 5,547,890.00					
TOTAL RECEIVED TO DATE	\$ 2,773,944.82					
OUTSTANDING	\$ 2,773,945.18					

MODERATOR'S REPORT

Representative Town Meeting

February 7, 2022

Matters Currently in Standing Committees

LEGISLATION & ADMINISTRATION

Review of Ordinance 2.38 – Information Technology Committee, RTC 10/04/21

EDUCATION

FINANCE, WAGE & PERSONNEL

Salaries of Elected Officials, RTC 02/01/21

PUBLIC HEALTH, RECREATION & ENVIRONMENT

Review of Noise Ordinance, Noise Control – Chapter 9.06, RTC 10/04/21

PUBLIC PROTECTION & SAFETY

PUBLIC WORKS, PLANNING & DEVELOPMENT

Appraisal of sidewalk ordinance and associated safety issues, RTC 02/01/21

Short Term Rentals, RTC 12/06/22

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WATERFORD, CT 06385-2886



PHONE: 860-442-0553
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January 23, 2022

RECEIVED FOR RECORD
JAN 24 AM 9:43
TOWN CLERK

Dear Moderator Goldstein,

I write to inform you that the Personnel, Wage, and Finance standing committee of the RTM has convened two times in January 2022 to discuss the matter referred to the committee: A. Salaries of Elected Officials (RTC 02-01-2021). At the meeting on January 20, 2022, the committee voted unanimously to recommend the RTM consider the following:

To annually increase elected officials' salaries by the least of the following, effective July 1, 2022:

- a.) Percentage increase of the CPI-U from July of the preceding fiscal year.
- b.) Half (50%) of the percentage increase approved for non-union management.
- c.) One point five percent (1.5%)

This item was also voted out of committee unanimously, so I respectfully request that you place this on the agenda for the full RTM to consider and possibly act upon.

Respectfully submitted,

Kevin Girard, Chairman

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

Moderator Goldstein,

At the January 20, 2022 meeting of the Personnel, Wage and Finance Standing Committee, the committee voted unanimously to recommend an increase to elected officials salaries as described below and in the meeting minutes. Director of Finance (Kim Allen) was actioned to provide current salaries upon which the proposed increase is based. She has since provided that information, which is shown below. I write to share this information with the RTM members.

The Committee recommendation is as follows:

To annually increase elected officials' salaries by the least of the following, effective July 1, 2022:

- a.) *Percentage increase of the CPI-U from July of the preceding fiscal year.*
- b.) *Half (50%) of the percentage increase approved for non-union management.*
- c.) *One point five percent (1.5%)*

According to information received from Ms. Allen, the July 2021 CPI-U was published at 5.4%. Ms. Allen also shared that Non-Union Management (NUMPS) was approved for a 2.25% increase. Therefore, the least of the options above and the proposed FY23 increase is 50% of NUMPS, equivalent to a 1.125% increase.

The table below shows the elected position, current salary, and proposed FY23 salary according to this recommendation.

Position	FY22 Actual Salary	FY23 Proposed Salary	Difference
First Selectman	\$ 108,886.44	\$ 110,111.41	\$ 1,224.97
Selectperson x 2	\$ 1,855.44	\$ 1,876.31	\$ 20.87
Town Clerk	\$ 91,997.88	\$ 93,032.86	\$ 1,034.98
Tax Collector	\$ 86,284.12	\$ 87,254.82	\$ 970.70
Treasurer	\$ 28,960.92	\$ 29,286.73	\$ 325.81
Registrar of Voters x 2	\$ 23,923.56	\$ 24,192.70	\$ 269.14
Total	\$ 341,908.36	\$ 345,754.83	\$ 3,846.47

Respectfully,

Kevin Girard, Chairman

RECEIVED FOR RECORD
TOWN OF WATERFORD
2022 JAN 26 AM 10:00
Kevin Girard, Chairman

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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www.waterfordct.org

1

January 13, 2022

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held, Wednesday, January 12, 2022, it was voted to recommend to the Representative Town Meeting **for an additional appropriation in the amount of \$409,400 as a new project from the Capital Non-Recurring Undesignated fund balance line #205-31520 for HVAC and roof replacement for the Public Safety Building and forward onto the RTM for approval.**

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson ^{mtm}

Glenn Patterson, Chairman
Board of Finance

GP:mtm

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WATERFORD, CT
2022 JAN 20 PM 4:06
Glenn Patterson
TOWN CLERK

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
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December 21, 2021

Mr. Glenn Patterson
Chairman
Board of Finance
15 Rope Ferry Road
Waterford, CT 06385

Dear Chairman Patterson,

The Board of Selectmen, at their meeting on Tuesday, December 21, 2021 voted to approve the following request for an additional appropriation;

Public Works: To consider and act on the following request for an additional appropriation from the Director of Public Works, Gary Schneider, for the Public Safety Building in the amount of \$409,400.

Therefore, I respectfully request that you consider and act on this requests. I have attached pertinent back up material from the designated department.

Sincerely,

Robert Brule

Robert Brule
First Selectman

cc: Kimberly Allen, Director of Finance

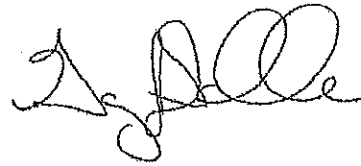
INTER-OFFICE MEMORANDUM TOWN OF WATERFORD

To: Kim Allen, Finance Director

From: Gary J. Schneider, Director of Public Works

Date: October 27, 2021

Re: Supplemental Facility Projects



The Department has identified the following items pertaining to our facilities. Items 1 are critical and funding is requested outside the budget cycle. If funds are not available, items 3 and 4 will be placed in the FY23 Capital Project request.

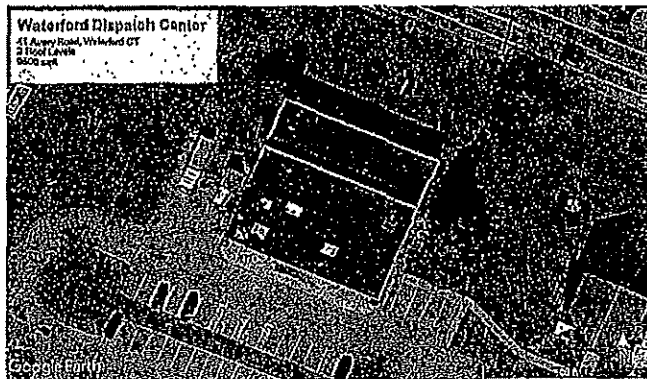
Public Safety Facility - \$409,400

1. Replacement of the HVAC Unit that services Fire Services \$50,000.
The Public Safety Building has 3 zones. The roof top unit that services the front of the building is in failure mode and in need of replacement. The existing unit is barely functioning and provides cooling and outside air exchanges. Plans and specifications have been prepared. Roof top units are long lead items. Placement in the FY 23 Capital Request is not recommended. The Unit needs to be replaced before the next cooling season.
2. Replacement of the Roof \$329,400
Installed in 1995, this roof is experiencing leaks which have increased over the years. Eight areas have been identified as wet and need to be addressed. The roof is nearing its life expectancy. The estimated cost to replace the roof is estimated at \$32/sf or \$305,000. Engineering fees are estimated at 8% of the construction cost or another \$24,400.
3. HVAC Building wide \$30,000
An evaluation of the building's HVAC system was completed for the Town in 2020. The report's findings were "due to the age and poor condition of the existing mechanical systems and equipment serving the Public Safety Complex, full system replacement is the recommended course of action". The Department is requesting funding of \$30,000 to prepare the design to a 30% level at which time cost estimates would be prepared for funding of final design and construction.

Town Hall and Youth Services Bureau - \$250,000

4. The Department has also identified the needs to recondition the elevators in Town Hall and Youth Services Bureau. In 2019, a review of each car was conducted. The elevators are the original cars installed in 1983. The only modification was the installation of the emergency phone in the Town Hall elevator. The project would involve installing new controllers, door operators, power units, solid state starters and minor finish work.

Location: Waterford Public Dispatch Center



GENERAL INFORMATION:

ROOF AREAS: 2 Roofing Sections
SQUARE FOOTAGE: 9400 square feet (approx.)
DATE INSTALLED: 1995 (est.)

ROOF COMPOSITION:

MEMBRANE: EPDM
INSULATION: Polyisocyanurate
DECK: Metal

Inspector Notes:

At this time the roof system overall is performing in poor to fair condition. We identified a total of (8) wet areas combined for 200 square feet to be repaired. The perimeters and flashing terminations throughout the roof are becoming brittle, exposed reinforcements, and open causing leaks (some severe). There is also defective and unused equipment to be renewed or removed. Recommend immediate repairs & restoration.

RECOMMENDATIONS: Repairs & Restoration

Restoration Solutions

Tremco Inc. Representative: Michael Boudreau

Alpha Guard BIO Full Reinforced Roof Restoration: Powerwash all roofing areas clean of all debris & oils. Replace all found wet insulation areas and replace in kind. Remove all perimeter edge metals and defective membrane. Reinstall new metals and fully adhere new membranes. Apply Alpha Guard BIO Base coat to all roofing areas at 3gl/sq embedding reinforcements to all roofing areas. After initial coat has cured properly, install Alpha Guard Top coat at 2gl/sq to all roof surfaces to complete. Provide a 20year QA Watertight Warranty with Inspections at years 2, 5, 10, & 15. On year 20, the Tremco Field Advisor will provide warranty extension or recoat solutions to prolong the existing roof system.

ROOF CATEGORY: Restoration and Replacement

BUDGET ESTIMATE:

Roof Name	Roof Square Feet	Restoration	Replacement
YEAR 2022			
1	6200	\$110,000	\$200,000
2	3200	\$54,000	\$105,000

Tremco Inc. Representative: Michael Boudreau

Town of Waterford, Connecticut

Evaluation of HVAC Systems Police Department and Public Safety Complex Buildings

41 Avery Ln,
Waterford, CT 06385

Final Report: January 10, 2020

Prepared by:



Silver/Petrucci + Associates
Architects / Engineers / Interior Designers
3190 Whitney Avenue
Hamden, CT 06518

Waterford Public State Complex Evaluation of HVAC Systems				Date:	11/26/19	
208 Boston Post Road				Job No.	18218	
Owner: Town of Waterford						
OPINION OF PROBABLE CONSTRUCTION COST						
OPTION #1						
9,400 APPROXIMATE TOTAL NET SQUARE FOOTAGE (Area of Work)						
SECTION NUMBER	WORK CATEGORIES/DESCRIPTIONS	QTY.	UNIT	MATERIAL & LABOR COST		TOTALS
				UNIT COST	TOTAL	
OTHER COSTS						
	Permit (0.5% of construction cost)	1	LS			\$2,809
	Bonds (1.5% of construction cost)	1	LS			\$8,383
	Insurance (0.25% of construction cost)	1	LS			\$1,897
				OTHER COSTS SUBTOTAL		\$12,589
DIVISION 2 DEMOLITION						
	Dumpsters	3	FA	\$1,000.00	\$3,000.00	\$3,000
				DIVISION 2 SUBTOTAL		\$3,000
DIVISION 3 HVAC/MECHANICAL						
	Demolition	1	LS		\$35,250.00	\$35,250
	Roof Top Units	3	LS		\$143,400.00	\$143,400
	Air Handling Unit with DX, Hot Water Duct Coil, VFD	1	LS		\$36,400.00	\$36,400
	Refrigerant Piping	1	LS		\$4,700.00	\$4,700
	Ductwork, Duct Insulation & Duct Accessories	1	LS		\$15,000.00	\$15,000
	VAV Terminal Units	1	LS		\$38,059.75	\$38,059
	Exhaust Fans	1	LS		\$9,400.00	\$9,400
	Underground Fuel Oil Storage Tank	1	LS		\$60,750.00	\$60,750
	Fuel Oil Piping - Interior & Exterior	1	LS		\$5,000.00	\$5,000
	Electronic Gasging & Leak Detection	1	LS		\$9,500.00	\$9,500
	Boilers	1	LS		\$42,000.00	\$42,000
	Hot Water System Pumps	1	LS		\$23,625.00	\$23,625
	Hot Water Piping, Pipe Insulation & Pipe Accessories	1	LS		\$8,500.00	\$8,500
	Hot Water Fin Tube Radiation	1	LS		\$28,500.00	\$28,500
	Controls	1	LS		\$47,000.00	\$47,000
	Duct Cleaning	1	LS		\$1,600.00	\$1,600
	Testing and Balancing	1	LS		\$10,000.00	\$10,000
	Crane Service	1	LS		\$5,000.00	\$5,000
				DIVISION 3 SUBTOTAL		\$574,489
DIVISION 4 ELECTRICAL						
	Demolition	1	LS		\$2,000.00	\$2,000
	Electrical wiring, conduits, connections, etc.	1	LS		\$12,000.00	\$12,000
				DIVISION 4 SUBTOTAL		\$14,000
DIVISION 5 EARTHWORK						
	Earth Moving	1	LS		\$16,000.00	\$16,000
				DIVISION 5 SUBTOTAL		\$16,000
DIVISION 6 LANDSCAPE						
	Turf & Grass	1	LS		\$1,205.00	\$1,205
				DIVISION 6 SUBTOTAL		\$1,205
				SUBTOTAL =		\$574,489
				CONTINGENCY		10.00%
						\$57,449
				GEN. CONDITIONS		5.00%
						\$28,724
				OVERHEAD		10.00%
						\$57,449
				PROFIT		10.00%
						\$57,449
				CONSTRUCTION TOTAL		\$729,550



SILVEV PETRUCCI & ASSOCIATES
Architects • Engineers • Interior Designers
2100 Wilbur Avenue, Hartford, CT 06111
Tel: 203-460-7600 Fax: 203-460-7601
www.silvevpetrucci.com



SILVER/PETRUCELLI & ASSOCIATES
 Mechanical Engineers/Plumbers
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 www.silverpetrucelli.com

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

2

January 13, 2022

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held, Wednesday, January 12, 2022, it was voted to recommend as a new project to the Representative Town Meeting, **for an additional appropriation in the amount of \$12,500 as a new project from Capital and Non-Recurring undesignated fund balance line #205-31520 to co-fund a new pump-out boat for Save the River-Save the Hills and forward onto the RTM for approval.**

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson ^{mtm}

Glenn Patterson, Chairman
Board of Finance

GP:mtm

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FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

January 3, 2022

Mr. Glenn Patterson
Chairman
Board of Finance
15 Rope Ferry Road
Waterford, CT 06385

Mr. Patterson,

At their December 21, 2021 meeting, the Board of Selectmen voted to approve an additional appropriation request from First Selectman, Robert Brule, in the amount of \$12,500 to co-fund a new pump-out boat for the Save the River-Save the Hills.

As Finance Director, I recommend that the Board of Finance consider funding this additional appropriation from the Capital Non-Recurring Undesignated Line 205-31520. The current balance in this line is \$2,419,491.05.

If approved by the Board of Finance, the appropriation would be transferred into a new project account number to be determined.

Respectfully,

Kimberly Allen
Finance Director

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

December 21, 2021

Mr. Glenn Patterson
Chairman
Board of Finance
15 Rope Ferry Road
Waterford, CT 06385

Dear Chairman Patterson,

The Board of Selectmen, at their meeting on Tuesday, December 21, 2021 voted to approve the following request for an additional appropriation;

First Selectman-To consider and act on the following request for an additional appropriation from the First Selectman, Rob Brule, for Save the River-Save the Hills pump out boat, in the amount of \$12,500.

Therefore, I respectfully request that you consider and act on this requests. I have attached pertinent back up material from the designated department.

Sincerely,

Robert Brule

Robert Brule
First Selectman

cc: Kimberly Allen, Director of Finance



January 18, 2021

Rob Brule
Waterford, Connecticut First Selectman
15 Rope Ferry Road
Waterford, CT 06385

Dear Mr. Brule,

Save the River - Save the Hills started The Pump-Out Program over 20 years ago. With the help of federal grants, donations from private and public entities, the program has been able to operate successfully. Each year the Pump-Out Boat removes between 14,000 and 15,000 gallons of waste and operates between the end of May to the beginning of November. The annual operations and maintenance of the program is about \$40,000. This includes staffing, training, equipment, repairs, fuel, and storage. Seventy five percent of the cost is covered by a federal grant, the other 25% is from donations.

This year, Save the River- Save the Hills has requested the Towns of Waterford and East Lyme to support The Pump-Out Program, by contributing equal amounts of \$12,500 for the purchase of a new boat. A new Pump-Out Boat will cost us \$100,000. Seventy five percent (\$75,000) of the cost will be provided by a grant through the Clean Vessel Act, administered by the DEEP. The other 25% (\$25,000) is the cost we are requesting funding to help purchase the new boat.

The current Pump-Out Boat was designed and built by Fred Grimsey 20 years ago. It is showing its age and does not meet current safety operating standards. This boat should be used for emergency purposes only. A new boat is an absolute necessity to maintain the future needs of the river and bay.

The Save the River Pump-Out Program's mission is to protect the health of the Waterford and East Lyme communities as well as aquatic health in the Niantic River.

The Waterford Finance Committee vote of YES for their contribution of \$12,500 for the Pump-Out Boat and a promising conversation with East Lyme's First Selectman, Kevin Seery regarding their \$12,500 contribution, are positive signs of an eagerly awaited successful conclusion from both towns. This coupled with the already secured \$75,000 from the DEEP will ensure this important program to continue.

We thank you for your consideration.

Sincerely,
Jim Paganetti, Pump-Out Program Administrator
Eileen O'Pasek, STR-STH Membership & Fundraiser Chair

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

October 26, 2021

Board of Selectmen
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: FY22 Addiitonal Appropriation Requests for Pump Out Boat

Jody & Beth,

The Save The River-Save The Hills non-profit organization has need of a new pump out boat. This boat plays an integral role in keeping the Niantic River Clean. The boat provides a vital service to all boaters on the river between the towns of Waterford and East Lyme.

The Save The River-Save The Hills organization was awarded a federal grant through the Connecticut Department of Energy & Environmental Protection in the amount of \$124,672.50. A portion of the grant will be used to purchase a new pump out boat. The Town of East Lyme has promised a contribution of \$12,500 and the Save The River –Save the Hills has requested that the Town of Waterford match their contribution.

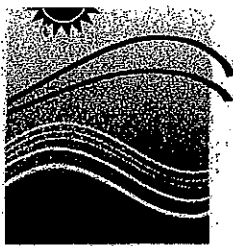
On behalf of the Town of Waterford, I am requesting an additional appropriation of \$12,500 for a town match towards the purchase of a new pump out boat.

Regards,

Robert J. Brule

Robert J. Brule
First Selectman

C: Kim Allen, Director of Finance



Connecticut Department
of
**ENERGY &
ENVIRONMENTAL
PROTECTION**

October 8, 2021

Mr. James Paganetti
Save The River -- Save The Hills, Inc.
7 Plant Drive
Waterford, CT 06385

RE: Clean Vessel Act Grant Program, 2022 Boating Season

Dear Mr. Paganetti:

Thank you for your interest in and application for the Federal Clean Vessel Act (CVA) Grant Program in Connecticut. This year, Connecticut DEEP received 43 applications for funding valued at over \$1.4 million under this State-Federal partnership. DEEP has fewer federal funds available than that which was requested by the grantees, making this the most competitive grant cycle in Connecticut's Clean Vessel Act Program history. I am pleased to inform you that your proposal for \$124,672.50 was selected for funding in the amount of \$124,672.50.

We will be contacting you within the next few weeks with details on grant award procedures. You will receive a contract for your review and signature. Instructions for processing the contract in the most expedient fashion will also be included.

Please be aware that once you receive this paperwork, it is very important that you complete the required materials, sign the appropriate documentation, and return it to us promptly. We are striving to have contracts fully executed by January 1, 2022. Any project expenses incurred prior to the execution of your contract for services will not be eligible for reimbursement. Only expenses incurred in calendar year 2022 will be considered eligible for reimbursement.

If you have any further questions, please contact me at (860) 447-4340. Congratulations on your forthcoming grant award. Thank you for participating in this important program to help protect water quality in Connecticut.

Sincerely,

Kate Brown

Kate Hughes Brown
BIG/CVA Program Coordinator
Navigation Boating Infrastructure Unit

KHB/pbf

Save the River-Save the Hills, Inc.
Clean Vessel Act Application 2022
Itemized Spreadsheet

Cost Category	Expense	Detail		Total
1 – Personnel	Administrator	\$8,500.00/year	\$ 8,500.00	
	Coxswain	\$112.00/day * 80	\$ 8,960.00	
	Deckhand	\$104.00/day * 80	\$ 8,320.00	
	Personnel Total			\$ 25,780.00
2 – Contractual	N/A			
3 – Operating	Gas / Oil	\$3,000.00		
	Cell Phone	\$750.00		
	Operating Exp Total			\$3,750.00
4 – Boat Expenses	Dockage/Storage	\$950.00		
	Insurance	\$4,600.00		
	Boat Expenses Total			\$5,550.00
5 – Equipment	Spring Commissioning	\$500.00		
	Fall Power Wash & Trailer Haul	\$900.00		
	Winterize, Shrink Wrap, Oil Change	\$1,800.00		
	Haul for Repairs	\$900.00		
	Repair Labor	\$1,000.00		
	Equipment Total			\$5,100.00
6 – Sewage Waste Removal	N/A			
7 – Supplies	Hand Soap, Boat Soap, Other PPE, Misc.			\$600.00
8 – Construction /Installation	N/A			
Subtotal				\$40,730.00
9 – Other	New Boat Purchase			\$125,500.00
Grand Total				\$166,230.00

CHECK ONE:

- ☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL ☐ AMENDMENT	(2) IDENTIFICATION #s. P.S. 2021-30 P.O.
---	--

CONTRACTOR	(3) CONTRACTOR NAME Save the River - Save the Hills Inc.		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO
	CONTRACTOR ADDRESS 35 Oswegatchie Road, Waterford, CT 06385		CONTRACTOR FEIN/SSN SAVETH3767

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Outdoor Recreation, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No. DEP43000
--------------	--	--------------------------

CONTRACT PERIOD	(7) DATE (FROM) Upon execution	THROUGH (TO) 12/31/2021	(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. ☒ NEITHER
-----------------	-----------------------------------	----------------------------	---

COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)		
	1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of four pages numbered A-1 through A-4 inclusive. Page 1 of 10 Standard Terms and Conditions are contained in Pages 2 through 10 and are attached hereto and made a part hereof. Operation and Maintenance of a Pumpout Vessel		

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.		
	Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page numbered B-1). Total Payments Not to Exceed the Maximum Amount of \$29,325.00.		

(11) OBLIGATED AMOUNT \$29,325.00											
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account	
\$29,325.00	DEP44434	12060	20954	64012	DEPA00002007113	155058					55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) <i>James C. Paganetti</i>	TITLE Pumpout Administrator	DATE 1-14-2021
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Chief, Bureau of Outdoor Recreation	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE	

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor'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 Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

3. Forum and Choice of Law. The parties deem the Contract 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 Contract 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 of Connecticut. The Contractor 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.

4. Termination

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

5. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6. Indemnification.

- (a) The Contractor 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 Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor 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 Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor'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 Contractor'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 Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor 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 Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Client Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Client Agency. Contractor shall provide an annual electronic update of the three documents to the Client Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

7. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract 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 Contract. To the extent that this section conflicts with any other section, this section shall govern.

8. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

9. Campaign Contribution Restriction. For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this

Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

10. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
11. Protection of Confidential Information.
 - (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
 - (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
12. Executive Orders. This Contract 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 Contract as if they had been fully set forth in it. The Contract 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 49 are applicable, they are deemed to be incorporated into and are made a part of the

Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

13. Non-Discrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith

efforts.

- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- 14. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
- 15. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
- 16. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
- 17. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
- 18. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
- 19. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- 20. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
- 21. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove

- such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
22. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
 23. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
 24. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
 25. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
 26. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
 27. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
 28. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
 29. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
 30. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
 31. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
 32. Discharge of sewage to waters of the state. In accordance with Section 22a-430-3(k) of the Regulations of Connecticut State Agencies, within two hours of any discharge of sewage from a pumpout facility to a water of the state or to the ground, the owner or operator of such facility shall report such discharge to the Director of the Permitting, Enforcement and Remediation Division of the DEEP during normal business hours at (860) 424-3018, to the Department's Emergency Response Unit at all other times at (860) 424-3338, and to the Director of Health in each affected municipality.
 33. Registration for DEEP Stormwater General Permit. If Contractor has a stormwater point discharge, the Contractor is required by Section 22a-430b of The General Statutes of Connecticut to register for the stormwater general permit for industrial activity. A stormwater pollution prevention plan must also be prepared, and sampling of runoff conducted once a year during a rain event.

34. Sale of Docking Facility. The owner or operator of a docking facility to receive grant funds will, if the docking facility is to be sold, and upon sale of the docking facility, ensure that conditions of this Contract be made part of any sale agreement with new owner.
35. Title to Equipment. Title to equipment purchased under this Agreement shall vest in the Contractor. If the Contractor determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this Contract period and any extensions thereof, the Contractor shall inform the DEEP in writing within 30 days of such determination. Such equipment shall be transferred by the Contractor to a third party approved by the DEEP for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to a new operator in accordance with this provision, the equipment shall either be returned to the DEEP for use for grant purposes or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.
36. Non-Federal Match Documentation. The Contractor shall contribute at least 25% of the Total Project Cost as cost sharing or non-federal match. Such cost sharing or match may be provided as cash costs or third party in-kind services provided such services are reasonable and necessary for grant purposes. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Contractor shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Contractor shall submit a summary of the valuation to DEEP.
37. Program Income. Income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period is defined as program income per 50 CFR Part 85; and 2 CFR 200 as applicable and as adopted in regulation by 2 CFR 1402.100. Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs. Program income that the subgrantee did not anticipate at the time of the award shall be used to reduce the Federal/State share and grantee contributions rather than to increase the funds committed to the project.
38. Allowable Costs. All costs charged by the Contractor and subcontractors must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. Applicable CFRs are located at the following websites:
<https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/pdf/CFR-2015-title2-vol1-subtitleA-chapII.pdf>
<https://www.gpo.gov/fdsys/pkg/CFR-2015-title50-vol9/pdf/CFR-2015-title50-vol9-part85.pdf>
39. Entertainment Costs. In accordance with Circular A-122 (non-profits) and A-87 (State, Local, and Indian Tribal Governments) the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are not allowable expenses.
40. Contract Work Hours and Safety Standards Act. If this Contract funds construction that exceed \$100,000.00 or other work that involves the employment of mechanics or laborers that exceeds \$2,500.00, the Contractor shall ensure that the wages of every mechanic and laborer shall be computed on the basis of a standard work week of 40 hours pursuant to sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Information on the Contract Work Hours and Safety Standards Act can be found on the Department of Labor web-site at:
<https://www.dol.gov/whd/govcontracts/cwhssa.htm>.
41. Suspension and Debarment. The Contractor shall make no Contracts with parties listed on the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. The Contractor may access the Excluded Parties List System at <http://epls.arnet.gov/>. By signing this Contract the Contractor certifies that neither the Contractor nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
42. Copeland "Anti-Kickback" Act. (18 U.S.C. 874 and 40 U.S.C. 276c)—If this Contract is in excess of \$100,000.00 for construction or repair, the Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall include language requiring compliance with this provision in any subcontract awarding funds provided in this Contract in excess of \$100,000.00. The Commissioner shall report all suspected or reported violations to the U.S. Fish & Wildlife Service.
43. Certifications Regarding Lobbying. Byrd Anti-Lobbying Amendment: The Contractor shall not use any of the funds provided in this Contract to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following Federal actions:
- a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.

e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If this Contract is in excess of \$100,000.00 the Contractor and any subcontractors awarded funds from this Contract in excess of \$100,000.00 shall file the declaration required by 31 U.S.C. 1352 (b). 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Commissioner.

44. Drug Free Workplace. The Contractor shall provide a Drug Free Workplace in compliance with 41 USC Section 702. The Contractor agrees to make a good faith effort, on a continuing basis, to maintain a drug-free workplace as a condition for receiving federal funds under this Contract. The specific measures the Contractor must take in this regard are described in more detail in 43 CFR Part 43.

Briefly, those measures are to:

- a. Publish a drug-free workplace statement and establish a drug-free awareness program for its employees (Sec. 43.205 through 43.220);
- b. Take actions concerning employees who are convicted of violating drug statutes in the workplace (Sec. 43.225); and
- c. Identify all known workplaces under its Federal awards (Sec. 43.230).

45. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: — the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The Commissioner shall report violations to the Fish & Wildlife Service and the Regional Office of the Environmental Protection Agency (EPA).

46. Contractor Responsibility. The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact with DEEP concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues.

47. Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though such provisions were incorporated into this Contract. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

APPENDIX A

SCOPE OF WORK

Purpose:

Operation and Maintenance of a Pumpout Vessel: To operate and maintain in good operating condition, one marine sewage pumpout vessel in the Niantic River and Niantic Bay for the 2021 calendar year boating season. Each such pumpout vessel shall be available at no-cost to the recreational boating public. Save the River – Save the Hills Inc. (the Contractor) shall administer a Pumpout vessel program which shall include: providing trained staff to operate the Pumpout vessel, maintaining the Pumpout vessel in good operating condition, and properly disposing of waste collected.

Definitions:

“Pumpout vessel” means one or more marine sewage pumpout boat(s) designed, purchased, installed, constructed, renovated, operated, repaired or maintained with these grant funds.

“Marine Sewage Disposal Facility” or **“MSDF”** means each and every pumpout facility designed, purchased, installed, constructed, renovated, operated, repaired or maintained with these grant funds, stationary pumpout units, portable pumpout units and dump stations.

Services: The Contractor agrees to provide the following services:

A. Operation and Maintenance of a Pumpout Vessel

1. **Administration:** The Contractor shall administer a Pumpout vessel program to provide at no charge convenient pumpout service utilizing a marine sewage Pumpout vessel in Waterford, CT. The boat must be used for the collection of vessel sewage only (no bilge or oily waste shall be collected).
2. **Disposal of Waste from the Pumpout Vessel:** The Contractor shall own, or have a written agreement with, one or more land based MSDF, allowing the Pumpout vessel to properly dispose of the waste material collected. In the case of a land based MSDF owned by the Contractor, the Contractor shall (1) obtain and maintain approval for increased flow to a publicly-owned treatment works (wastewater treatment plant); or (2) obtain and maintain a valid contract, with a schedule for the removal of sewage from a storage tank by a licensed septage hauler and for the transport and ultimate disposal of such septage at a municipal sewage receiving/treatment facility. A storage tank installed for the purpose of receiving and storing MSDF waste shall not be used to receive or store waste from any other source. In the event of a written agreement, a copy of such agreement must be filed with the DEEP prior to receiving reimbursement payments for any operations and maintenance costs.
3. **Signs and symbols:** The Contractor shall install and/or maintain signs/lettering on the boat clearly visible to boaters advertising the availability of the service and telephone number/radio frequency identifying how to contact the Pumpout vessel. Appropriate information signs shall be prepared, installed and maintained, restrictions, hours of operation, and a contact name and phone number to call. All such signs shall acknowledge that the facility was constructed, improved, operated or maintained with funds from the Clean Vessel Act and shall include logos acknowledging support of the Sport Fish Restoration Program and Clean Vessel Act. Logos are available from DEEP in electronic format upon request of the Contractor.

Suggested language for such acknowledgment is: "This pumpout vessel is operated and maintained with funds provided by the Connecticut Department of Energy & Environmental Protection, authorized by the Federal Clean Vessel Act." Contractor must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this contract.

4. **Public Access to Pumpout Vessel:** The Contractor shall allow all recreational vessels access to and service from any Pumpout vessel designed, purchased, constructed, renovated, operated, repaired, or maintained with these grant funds, for the full period of their useful life of the Pumpout vessel.
5. **Operations and Maintenance of Pumpout Vessel:** The Contractor shall safely operate and maintain any Pumpout vessel designed, purchased, constructed, renovated, operated, repaired, or maintained with such grant funds to function for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such operation shall include having trained personnel to operate the Pumpout vessel with all federally required safety equipment; provide and ensure appropriate personal protective equipment usage (such as gloves, eye protection, rubber boots, and personal flotation devices) and hand-washing facilities to protect the operator; and a schedule for maintenance. Reimbursable labor costs under this contract include only the actual time spent designing, constructing, renovating, operating, maintaining or repairing the Pumpout vessel and administering the program.

The Contractor shall provide a U.S. Coast Guard approved personal flotation device (PFD) to persons on board and require that persons on board wear an approved PFD at ALL times while performing their duties including on docks and customer vessels while vessels are being serviced. The PFD must properly fit each individual. Prior to each use, personal flotation devices shall be inspected for dry rot, chemical damage, or other defects which may affect their strength and buoyancy. Defective personal flotation devices shall not be used.

6. **Records:** The Contractor shall maintain written records of the use and maintenance of each Pumpout vessel operated and maintained with these grant funds over the full period of the useful life of each such Pumpout vessel. Such records shall include date, day of week, and number of gallons pumped for each use of each such Pumpout vessel; date and description of maintenance conducted; and the date, volume of sewage removed from a storage tank; the identity of the person(s) that removed and transports such sewage, and the identity and location of the facility to which such sewage was transported (See Appendix D). Such records shall be available to the DEEP promptly upon request.
 - a) The Contractor shall submit the records (See Appendix D) and invoice (See Appendix E) to the DEEP no later than January 15, 2022. During the period of this contract and any amendment thereto, such records shall also include a summary of payroll records documenting operations and maintenance activities.
 - b) Following expiration of this contract or any amendment thereto, the Contractor shall submit the records (See Appendix D) annually on or before January 15 of the following year for the useful life of each such Pumpout vessel.

7. **Completion of Project:** The Contractor shall complete all project elements as specified in the scope of work. Failure to implement the entire project within the agreed schedule may result in the recovery by DEEP of any funds paid to the Contractor under this agreement.
8. **Hours of Operation:** The Contractor shall operate the Pumpout vessel from May 23rd through September 4th, Friday through Monday and September 5th through October 24th, Saturday and Sunday from 9:00am to 5:00pm of each year, weather and safety permitting, unless DEEP

provides written permission specifically allowing otherwise, in response to a written request by the Contractor. Hours of operation must be clearly posted in informational material available to the public.

9. **Boating Accident Report:** All operators of vessels, including Pumpout vessels, involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their own vessel or the people aboard. The operator must also give his/her name, address and vessel identification number to the other operator(s) or owner of the damaged property.

Operators involved in a boating accident which results in any of the circumstances noted below shall ***immediately*** notify the nearest law enforcement agency with jurisdiction in the area and, ***not later than 48 hours after the accident***, report the matter on a form provided by the DEEP Boating Division.

- a) The death of any person from whatever cause.
- b) The disappearance of any person from on board.
- c) The injury of any person sufficient to require medical attention beyond simple first aid.

Any accident in which the total damages to all property affected is in excess of \$500 must be reported by the operator not later than ***5 days after the accident*** on forms provided by the DEEP. The form can be downloaded by visiting the DEEP website: www.ct.gov/deep/boataccidentreport. The operator of the vessel must make out the report; if they cannot do so, the vessel's owner or a survivor of the accident must initiate the report.

B. Generally Applicable Terms and Conditions

1. **Budget:** The Contractor may not exceed the budget which is included in this Contract (see Appendix C). If the Contractor would like to change or add additional funds to the original budget, such request must be sent in writing to Kate Brown, Department of Energy and Environmental Protection (DEEP) shall determine the availability of funding to cover the additional services. If funding is available, DEEP may award this contract accordingly.
2. **Fee charges:** The Contractor may not charge a fee for each use of the service funded with such grant funds. The Contractor shall make a good faith effort to promote use of the service funded with such grant funds, and is encouraged to include as part of this promotion the provision of free Pumpout. A fee shall not be charged without the prior approval of the DEEP.
3. **Compliance with statutes, regulations and permit requirements:** The Contractor shall maintain compliance with all relevant statutes, regulations and permit requirements. The Commissioner of the DEEP has the right to withhold funds if any service is found to be out of compliance with such statutes, regulations or permit requirements.
4. **Extensions/Amendments:** Formal written amendment of the contract is required for extensions to the final date of the contract period and to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:
 - a) revisions to the maximum contract payment,
 - b) the total unit cost of service,
 - c) the contract's objectives, services, or plan,
 - d) due dates for reports,
 - e) completion of objectives or services, and
 - f) any other Contract revisions determined material by DEEP.

5. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or <mailto:deep.accommodations@ct.gov>

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is twenty-nine thousand three hundred twenty-five dollars (\$29,325.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a) The contractor will be responsible to ensure the correct Appendix E Invoice is used (cash and non-cash) or (cash only).
- b) DEEP will pay contractor for amounts properly supported by invoices submitted by contractor not to exceed maximum amount stated in this Contract.
- c) Following completion of each year's boating season, but not later than January 15, 2022, the Contractor shall submit such documentation to:

Kate Brown
DEEP – Boating Division
P.O. Box 280, 333 Ferry Road
Old Lyme, CT 06371-0280

The DEEP shall review the Logs and Invoices and may, at its discretion, deny or reduce payment to the Contractor if the Logs or Invoice contains insufficient information or erroneous data. Expenses incurred prior to January 1, 2021 or contract execution (whichever comes later) will not be reimbursed nor can they be calculated as match toward the Reimbursement Amount.

APPENDIX C

Budget Information

Contract/PSA #:	2021-30	PO #:	
Vendor Name:	Save the River - Sav	Program:	CVA
Contract Period:	Upon execution - 12/31/2021		

Please select/check only one Award Type:

Check "x" Below

Operation and Maintenance Costs Associated with a Land Based MSDF

X Operation and Maintenance Costs Associated with a Pumpout Boat

Construction/Purchase/Installation of a New MSDF or Repair or Upgrade of an Existing MSDF
(including purchase or repair/upgrade of a pumpout boat)

Cost Categories	Funding Awarded	Match Budget	Total Budget
	(Federal Share)	(Non-Federal Share)	
	75% of Total Budget	25% of Total Budget	
Personnel:			
Administrative	\$ 6,375.00	\$ 2,125.00	\$ 8,500.00
Program	\$ 10,200.00	\$ 3,400.00	\$ 13,600.00
Contractual	\$	\$	\$
Operating	\$ 2,812.50	\$ 937.50	\$ 3,750.00
Boat Expenses	\$ 4,162.50	\$ 1,387.50	\$ 5,550.00
Equipment (including repairs & upgrades/purchases)	\$ 5,325.00	\$ 1,775.00	\$ 7,100.00
Sewage Waste Removal	\$	\$	\$
Supplies	\$ 450.00	\$ 150.00	\$ 600.00
Construction/Installation Cost	\$	\$	\$
Other	\$	\$	\$
Grand Total	\$ 29,325.00	\$ 9,775.00	\$ 39,100.00

APPENDIX D

Facility Name: _____

Boating Season: _____

Page _____ of _____

[illegible]

MSDF MAINTENANCE LOG

Facility Name: _____

Boating Season: _____

Page _____ of _____

[illegible]

MSDF DISPOSAL LOG

Facility Name: _____

Boating Season: _____

Page _____ of _____

[illegible]

APPENDIX E

CVA Billing Form

Contract/PSA #: 2021-30 Request #: _____
Vendor Name: Save the River - Save the Hills, Inc Award Type: Operating and Maintenance Costs Associated with a Purpose Boat
Period Through: _____ Invoice Date: _____

Form Terms:

1. **Cash** - Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.
2. **Non-Cash** - Non-cash transactions include donated material goods or volunteered time to provide services in support of CVA sponsored contract activities.

INSTRUCTIONS:

Handwritten Submissions:

1. If submitted as a handwritten form, ONLY the "INPUT" columns of Sections 1 and 2, and Section 5 are required for your completion. The final reimbursement amount will be calculated by DEEP.
2. Mail a signed hard copy of this form to Kate Brown (see address below) along with supporting documentation.

Electronic Submissions:

Section 1: Expense Report - Cash - This section is to be used to reimburse contractors for approved CVA expenses incurred and paid for according to your DEEP Executed Contract for CVA activity.

1. Please input in Column "B" ONLY to provide the total cost, per cost category, that you wish to be considered for reimbursement.

Please attach supporting documentation.

[Only expenses for cash transactions can be reimbursed using federal funding according to your approved budget. Expenses should be summed by Cost Category and entered on the form consistent with the approved budget line items contained in your executed contract. The form will calculate both the Match and Federal Share of expenses for all cash transactions by cost category.]

Section 2: Expense Report - Non-Cash - This section is to be used to report non-cash transactions. [If you do not have any non-cash transactions to report, please skip this section.]

1. Using Column "A", please list the non-cash goods/services received. [If you need more rows, please attach another form listing your additional non-cash items.]

2. Using Column "B", please enter the value of the respective good/service listed in Column "A".

Please provide supporting detail for non-cash transactions. Include names of individuals/organizations who donated materials or volunteered time (this may be attached,) along with the dates the goods/services were received.

*If preferred, you may enter the total value of all non-cash transactions on one row. Please be sure to attach the appropriate supporting detail.

Once Sections 1-2 are complete, your reimbursement amount will calculate automatically. If your reimbursement amount causes your cumulative reimbursements to exceed your federal budget, that excess amount will be applied to your match share.

Section 3: Budget Report - This section provides you with the budget of your contract and remaining balances based on current and previous reimbursement amounts. There is no need to enter anything into this section. Data will calculate automatically.

Section 4: Contract Budget Summary - This section summarizes all financial activity completed in Sections 1-3. The purpose of the contract budget summary is to compare expenses with approved budgets for the total federal expenses paid, and match contributions incurred for both cash and non-cash items. Once Sections 1-3 are completely filled out, all financial activity will be summarized accordingly in Section 4. Therefore, there is no need to enter anything into this section, it will calculate automatically.

Section 5: Certification

1. Please read, sign and date this section.

ONCE YOU HAVE COMPLETED SECTIONS 1-5, PLEASE EMAIL THIS FORM TO KATE.BROWN@CT.GOV. PLEASE THEN PRINT AND ATTACH SUPPORTING DOCUMENTATION, WHICH CAN BE SENT TO:

Kate Hughes Brown
Navigation and Boating Infrastructure Unit, Boating Division
Department of Energy and Environmental Protection
333 Ferry Road, P.O. Box 280
Old Lyme, CT 06371
(p) 860.447.4340
(f) 860.434.3501

SECTION 1: Expense Report - Cash

Input Sheet: Please Provide Info Below in Columns B-D				Analysis of Allocable CVA Share				Adjustment (C)	
INPUT				(FOR DEEP USE ONLY)				(FOR DEEP USE ONLY)	
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J
	Please Enter Total Costs per Cost Category Below for Each Award Type			Formula: DO NOT INPUT (Col. B + Col. C + Col. D)	Formula: DO NOT INPUT (Col. F + 25%)	Formula: DO NOT INPUT (Col. F + 75%)	Formula: DO NOT INPUT (Col. F + 75%)	For DEEP Use Only DO NOT INPUT	For DEEP Use Only DO NOT INPUT
Cost Category	Total Costs - O&M Associated with a Land Based MSDF	Total Costs - O&M Associated with a Pumpout Vessel	Total Costs - Construction/ Purchase/ Installation/ Repair/ Upgrade	Total Costs	Match	Fed Share Reimbursement	Matched Reimbursement Based on 75% of Total (Non-Cash Transactions)	Federal Share Reimbursement Based on 75% of Total (Non-Cash Transactions)	Federal Share Reimbursement Based on 75% of Total (Non-Cash Transactions)
Cash Costs:									
Administrative Personnel									
Current Request:				\$	\$	\$	\$	\$	\$
Program Personnel									
Current Request:				\$	\$	\$	\$	\$	\$
Contractual									
Current Request:				\$	\$	\$	\$	\$	\$
Operating									
Current Request:				\$	\$	\$	\$	\$	\$
Vessel Expenses									
Current Request:				\$	\$	\$	\$	\$	\$
Equipment (including repairs & upgrades/purchases)									
Current Request:				\$	\$	\$	\$	\$	\$
Sewage Waste Removal									
Current Request:				\$	\$	\$	\$	\$	\$
Supplies									
Current Request:				\$	\$	\$	\$	\$	\$
Construction/Installation Costs									
Current Request:				\$	\$	\$	\$	\$	\$
Other									
Current Request:				\$	\$	\$	\$	\$	\$
Subtotal Cash Costs by Award Type									
Type	\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal All Cash Costs									

SECTION 2: Expense Report - Non-Cash

Input Sheet: Please Provide Info Below in Columns A through D				(FOR DEEP USE ONLY)			(FOR DEEP USE ONLY)	
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Non-Cash Transactions:								
Allocation of Non-Cash Transactions:								
Description of Non-Cash Items / Date Received	Total Costs - O&M Associated with a Land Based MSDF	Total Costs - O&M Associated with a Pumpout Vessel	Total Costs - Construction/ Purchase/ Installation/ Repair/ Upgrade	Total	Match	Federal		
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
Subtotal Non-Cash Transactions				Subtotal	\$	\$	\$	\$
Grand Total Cash and Non-Cash Transactions				Grand Total	\$	\$	\$	\$
Notes:				Calculation of Reimbursement:				
1. Non-cash transactions include donated material goods or volunteered time to provide services in support of CVA sponsored contract activities.				Total Costs			\$	
2. Non-cash items can be reported as match, however, per federal regulations, they are not reimbursable. The federal cost share reimbursement must only be for cash expenses.				Proposed Fed Share Based on 75% of Total Costs			\$	
				Actual Federal Reimbursement not to Exceed			\$	
				Total Cash Costs			\$	
				Reimbursement Amount			\$	

**SECTION 3: Budget Report
(FOR DEEP USE ONLY)**

	Total Budget	Match Budget	Prior Cumulative Match Billing	Current Match Billing	Total Match Billing Reported	Remaining Match Balance	Federal Budget	Prior Cumulative Federal Billing	Current Federal Billing	Total Federal Billing Reported	Remaining Federal Balance	Total Remaining Balance
Cash Costs	\$ 39,100.00	\$ 9,775.00	\$ -	\$ -	\$ -	\$ -	\$ 25,325.00	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Cash Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ 39,100.00	\$ 9,775.00	\$ -	\$ -	\$ -	\$ -	\$ 25,325.00	\$ -	\$ -	\$ -	\$ -	\$ -

**SECTION 4: Contract Budget Summary
(FOR DEEP USE ONLY)**

	Non-Cash Match	Cash Match Share	Total Match	Cash	Total Reported
(A) Contract Budget	\$ 9,775.00	\$ 9,775.00	\$ 19,550.00	\$ 25,325.00	\$ 44,875.00
(B) Prior Cumulative Billing	\$ -	\$ -	\$ -	\$ -	\$ -
(C) Current Bill	\$ -	\$ -	\$ -	\$ -	\$ -
(D) Total Reported per Above	\$ -	\$ -	\$ -	\$ -	\$ -
(E) Remaining Deficit (A-D)	\$ 9,775.00	\$ 9,775.00	\$ 19,550.00	\$ 25,325.00	\$ 44,875.00
(F) Cumulative Cost Share %					

SECTION 5: Certification

Certification: Funding provided through your Contract is sourced through the U.S. Fish and Wildlife Service, Clean Vessel Act Program, administered through Connecticut's Department of Energy and Environmental Protection - Boating Division. Funds awarded are restricted to be used solely for allowable costs and expenses as identified per the terms of your Contract. Any funding provided under the terms of your Contract are subject to audit and investigation by the Office of the Inspector General (OIG) and the State of Connecticut Attorney General's Office (AG), as well as Connecticut's Department of Energy and Environmental Protection (DEEP). Any instances of potential fraud, waste, abuse or other misconduct will be reported by DEEP to the OIG and the AG's Office for investigation and prosecution.

Upon submission of your reimbursement request, the Contractor shall affirm, by signing the form on the signature line provided, all of the following:

- The form is complete and accurate.
- All reported costs and expenses were used solely for allowable costs and expenses.
- All reported costs and expenses are supported with original receipts, invoices or other supporting documentation.
- There have been no instances of fraud, theft, waste, abuse, mismanagement or misconduct regarding the funds provided through this Contract.

Print Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Signature of DEEP Authorized Representative

Date



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Marine Boatbuilders CO

Quote

PO Box 7826 Warwick, RI 02887
E-MAIL: rickjr@marineboatbuilders.com
Phone: 401-732-1975 Fax 401-732-4528

DATE: January 19, 2022

Bill To:

Jim Paganetti
PO Box 559
Waterford, CT 06385
jim@paganetti.com
860-805-0602

RECEIVED FOR A/PORD
2022 JAN 24 AM 9:51
JIM PAGANETTI

For: 23' MBB Pump-Kleen Save The River/Niantic Pumpout Boat Pumpout Boat

1-Each 23' Marine Boatbuilders 420gal Pump-Kleen Pumpout Boat w/ 200hp Suzuki \$ 97,500.00
and Edson Model diaphragm Pump. As per attached specifications, Turn key ready.

Please read attached specifications for all standard features and options.

1-Each Load Rite Bunk 25ACT5400 w/ LED Lights, extended jack and Front Roller. \$ 5,500.00

Note: Lead time is subject to time of order. Once order is placed, a hull# and estimated date of delivery can be estimated.

We are experiencing delays in delivery lead times due to COVID-19 and Engine manufactures

Quote Valid for 30 days as of now are months out.

Once we receive the PO we will update lead times.

Terms: 1/2 Down non refundable deposit upon order and the remainder upon delivery.

Make all checks payable to Marine Boatbuilders Co.

If you have any questions concerning this invoice or quote contact:

Rick Audette 401-732-1975

Rick Audette Jr 401-935-1186,

e-mail rickjr@marineboatbuilders.com

Marine Boatbuilders CO.

PO BOX 7826
WARWICK RI 02887

Telephone: 401-935-1186
FAX: 401-732-4528
EMail: rickjr@marineboatbuilders.com
Web site: www.pumpoutboats.com

We are pleased to introduce our new 2022, 23' PUMPOUT BOAT. This is our third-generation new mold. Built and designed from our twenty-five years of experiences building PUMPOUT boats, work boats, and patrol boats. Our boats are built for safety, simplicity, and stability.

- **MODIFIED V HULL DESIGN**

Our PUMPOUT hull bottom is concaving not convex like most hulls. This allows for maximum stability, and ease of handling. Our boat because of its design will not yaw in a following sea. The hull is constructed with a combination of hand laid woven, roving, and gun roving. All fiberglass is "E" glass and the resin is thermo set polyester. The gelcoat is ISO NPG thermo set gelcoat, normally 1.5" thick. Our boat has a 10-degree dead rise at the stern, which allow the boat to plane quickly. The hull transom is a composite laminate 2" thick, and 1" fiberglass a total of 3" thick. There is no wood in the transom.

- **STRINGER SYSTEM**

Our stringer system is a U channel all fiberglass state of the art system. There is no wood in our stringer system.

- **Deck, Floor**

The deck is a combination of hand laid woven, roving, and gun roving. Fiberglass "E" glass applied, and the resin is thermostat gelcoat (white). Deck has a 12" step up in the bow area that is 48" long. It includes two forward large stowage areas with fiberglass hatches. The deck is free from any pumps, vents, or pipes of any kind leaving much-needed extra workspace, and NO trip hazards. Our floor is fiberglass composite, not wood like other boats there is NO wood in our deck, floor or in our boat. The deck is finished with non-skid on horizontal surfaces. Our deck is self-bailing at all times; weather containment cell is full or empty.

FOAMED FLOTATION

Two-part thermostat foam is injected between the floor and hull in areas occupied by fuel tank.

- **QUALITY GELCOAT**

Only storm and blister resistant gelcoats are used to form the skin of each PUMPOUT boat, a wide variety of colors are available. White is our standard color included in the quote price; other color choices would be extra cost.

- **FUEL TANK**

The fuel tank is 50 gallons and located below the deck.

The fuel systems in our Marine Boatbuilders Pump-Kleen Pumpout Boats are now installed to meet the new 2021 EPA standards.

The fuel tank when being filled stops at 45 gallons. A few things to note for new boats: when the tank is being filled for the first time you may experience what they call "green tank syndrome". When trying to fill the tank it will shut off prematurely, the best fix is to just try and trickle a few gallons in then let it sit for about a minute then finish fueling the boat. Do not overfill the tank. Doing so will break the sender unit.

- **CONTAINMENT CELL**

A built in 420 gallon fiberglass holding tank below the water line, is a standard feature on our 23' PUMPOUT BOAT. The containment cell has 5 layers of fiberglass that include 4 layers of 24 oz. Cloth. Our containment cell has 4 baffles. The Edson pump that runs the sewage tank is located completely under the center console. In addition, under the console is the intake and discharge pipes leaving the entire deck free to any trip hazards and much needed additional working space. It is an Edson 120 ELB-40 Diaphragm Pump; the vent is located outside the starboard hull. The tank has an alarm that sounds when tank is full.

- **Waste Indicator**

Waste tank Indicator:

One of many standard features of the Marine Boatbuilders Pump-Kleen series is a waste tank level indicator. This allows the operator

to determine the level of waste in the holding tank during operation. This is a unique feature located under the center council. This custom gauge goes to the bottom of the waste tank using a clear 1-1/2" PVC tube and a float level indicator to determine the amount of waste in the holding tank. The gauge is marked with empty, half full, and full for the operator to determine the amount of room left in the tank before the high-level alarm will sound.

- **OTHER STANDARD FEATURES**

1. *Large size center console w/ electrical box*
2. *Grab rail around windshield*
3. *Running lights. Pop up stainless steel.*
4. *Stainless steel bow eye and transom tie-downs.*
5. *Two 3" scuppers.*
6. *Heavy-duty rub rail.*
7. *waste tank alarm*
8. *1100 G.P.M. automatic bilge pump.*
9. *Seven (7) 10" stainless steel pup up cleats.*
10. *Two (2) 8" stainless pop up cleats*
11. *The Cleat, chocks, and running lights in the bow are Stainless Steel Pop ups.*
12. *Four (4) Mushroom cleats*
13. *Ritchie compass*
14. *Two deep cycle series batteries.*
15. *One (1) non-feedback battery switch.*
16. *Raw water wash down pump.*
17. *Stowage areas with hatches.*
18. *door on center console*
19. *Leaning post in for center console with stowage*
20. *All round fender system*
21. *Waste tank indicator (ST-1000)*
22. *Hydraulic steering*
23. *Coast Guard Package*
24. *Waterproof breaker switches*
25. *Depth finder*
26. *Pump-Kleen® fendering System*
27. *T-Top standard. Pilot house is optional*
28. *VHF radio, ss mount, antenna*

SPECIFICATIONS

Overall length: 23'
Beam: 8'7"
Draft: 16" lightship
22" full load
Dead rise: 10 degrees, or 22 degrees
Transom angle: 12 degrees
Approx. weight: 3000 lbs. Lightship
HP rating: 225 single or
HP recommendation 150hp-200hp
Freeboards: 44" forward, 34" aft.

- **Pump**

Our Standard pump is an Edson 120ELB electric powered diaphragm pump with 40gpm capability. Other options such as peristaltic pumps are available as an upgrade.

- **Warranty**

We offer a five (5) year warranty on the hull and a 5-year warranty on the holding tank.

- **Engine**

200HP Suzuki (standard)

-Honda available

-Yamaha available

- **Options:**

Trim Tabs

Tow Bar/Crash Bar

Weather Enclosure

Bow Thruster

Engine Upgrade

Bimini Top

GPS

Pump Upgrade

Graphics

Horn

Electrical Tube

Shrink Wrap

Back rest for seat

Front seat option

- *Boat delivered in turn key operation.*