



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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Bernie Dennler, First Selectman

Board of Selectmen Meeting

Regular Meeting

Thursday, April 4, 2024 at 7:00 p.m.

Colchester Town Hall

Meeting Room 1 and Hybrid via Zoom

<https://us02web.zoom.us/j/86818681447>

*All items on the agenda are subject to possible action*

1. Call to Order
2. Pledge of Allegiance
3. Correspondence **PAGES 3-6**
4. Citizen's Comments
5. Changes to the Agenda
6. Approve Minutes from March 21, 2024 **PAGES 7-10**
7. Consent Agenda
  - a. Tax Refunds **PAGES 11 - 16**
  - b. Authorize the First Selectman to Sign any and all Documents related to the award of the Town of Colchester's \$15,235,000 General Obligation Notes at a Net Interest Cost of 4.312% to Oppenheimer **DOCUMENTS FORTHCOMING**
  - c. Authorize the First Selectman to Sign the State of Connecticut Annual Master Municipal Agreement for Construction Projects **SEPARATE ATTACHMENT**
8. Discussion and Possible Action on FY 25 Making Memories Grant funding for Senior Center **PAGES 17 - 42**
9. Discussion and Possible Action on FY 25 Historic Document Grant for Town Clerk's Office **PAGES 43 - 49**
10. Discussion and Possible Action on Novus Proposal for Phone Services at New Senior Center **PAGES 50 - 52**
11. Discussion and Possible Action to Adopt the Resolution for CT DEEP CERCLA 128(a) Grant for Norton Park  
**PAGE 53**
12. Discussion and Possible Action for CT DEEP Flood Management Certification Proposal from Langan regarding the Old Norton Paper Mill Site. **PAGES 54 - 60**
13. Discussion and Possible Action on Homeland Security Grant Program **PAGES 61 - 92**
14. Discussion and Possible Action on Appointments to the Recreation Needs and Coordination Ad Hoc Committee

15. Citizens Comments

16. Adjournment

**From:** [Bernard Dennler](#)  
**To:** [Taryn Scott](#)  
**Subject:** Fwd: Flock Cameras in Colchester  
**Date:** Monday, April 1, 2024 9:49:51 AM

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**From:** Jared Szuba <jaredszuba@gmail.com>  
**Sent:** Wednesday, March 27, 2024 12:02:11 PM  
**To:** Bernard Dennler <BDennler@colchesterct.gov>  
**Subject:** Flock Cameras in Colchester

Good morning,

My name is Jared Szuba, I live at 313 Chestnut Hill Road, and have been in the Colchester Fire Department since 2006. I am also currently a Patrolman for the Norwich Police Department since 2014.

I am writing this email requesting you look further into the Flock Safety cameras for the Town of Colchester. Numerous agencies throughout the State of Connecticut use Flock to include Glastonbury, Norwich, Groton etc. Other towns have similar License Plate Reader systems with different companies.

Norwich currently has roughly 36 cameras in Norwich and we have had them for just under a year. We have seen drastic increases in solvability rates from cases as small as evading accidents and shoplifting to violent crimes such as home invasions assaults and shootings.

The use of the cameras will be established in a policy and every inquiry requires you to provide a reason or a case number for auditing purposes.

I personally have solved cases for not only my agency but agencies across Connecticut because you can put in alerts on license plates or conduct inquiries such as White SUV or White Ford if the victim has limited information. Here are some examples of cases I have solved with this system.

- Shoplifting Cases solved
- Evading Accident Vehicles Identified
- Missing Persons located
- Suicidal Persons located
- Stolen Motor Vehicles Recovered
- Violation of Protective Orders
- Domestic Assaults
- Burglaries
- Robberies

The list can go on and on...

Without the Flock Camera System in Glastonbury, the Connecticut State Police would not have arrested the male that committed the robbery with a firearm at the Gulf Station in Colchester within 24 hrs.

If this is turned down then the town officials are not looking out for the best interest of the town citizens and its visitors. Please look further into this system before turning it down and please forward this email to the board of selectman if you so choose.

Thanks for your consideration,

Jared Szuba  
860-608-9007

Sent from my iPhone

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**From:** [Sean O'Rourke](#)  
**To:** [Bernard Dennler](#)  
**Cc:** [Taryn Scott](#); [Denise Turner](#); [Art Shilosky](#); [Rosemary Coyle](#); [Cliff O'Donal](#); [bulletin@glcitizen.com](#); [mikesink20@gmail.com](#)  
**Subject:** Support for Implementation of License Plate Reader Technology in Colchester  
**Date:** Saturday, March 30, 2024 2:23:52 PM

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Dear Members of the Board of Selectmen,

I am writing to express my support for the proposal to install license plate reader (LPR) cameras throughout Colchester, as reported in the River East. I firmly believe that embracing innovative technologies such as LPRs can significantly contribute to enhancing public safety and fostering a more secure community environment.

The decision not to move forward with the installation of LPR cameras, despite the potential benefits highlighted by the Colchester police, underscores the importance of dispelling misconceptions and engaging in informed discussions about the role of technology in law enforcement. Contrary to concerns about privacy and government overreach, it is crucial to recognize that individuals driving on public roads do not possess a reasonable expectation of privacy regarding their license plates. Law enforcement agencies have long had the authority to record and investigate license plates manually, and LPRs merely automate this process for greater efficiency and effectiveness.

The resistance towards LPRs, rooted in fears of privacy infringement, overlooks the fundamental objective of enhancing public safety and deterring criminal activities. By leveraging LPR technology, law enforcement agencies can more effectively track stolen vehicles, locate missing persons, and apprehend individuals involved in criminal activities. Furthermore, the existence of a test trial with Flock Safety, which allowed local officers to access the company's digital dashboard for investigative purposes, demonstrates the potential benefits of incorporating LPRs into Colchester's policing strategies.

Former Selectman Jason LaChapelle's concerns about privacy and civil liberties are valid, but it is essential to recognize that the primary beneficiaries of LPR technology are law-abiding citizens who stand to benefit from reduced crime rates and improved security measures. The argument that citizens have something to hide if they oppose LPRs fails to acknowledge the legitimate concerns about individual rights and government surveillance. However, it is crucial to strike a balance between safeguarding individual privacy rights and ensuring public safety, and LPR technology can serve as a valuable tool in achieving this balance.

In light of these considerations, I urge the Board of Selectmen to reconsider the decision not to move forward with the installation of LPR cameras in Colchester. By embracing this technology and engaging in comprehensive research and dialogue with the community, Colchester can demonstrate its commitment to proactive crime prevention and community policing initiatives. Let us not allow misconceptions to hinder progress towards creating a safer and more secure environment for all residents.

Sincerely,

Sean O'Rourke

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# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Bernie Dennler, First Selectman

## Board of Selectmen Regular Meeting

March 21, 2024 - 7:00PM

### MINUTES

Colchester Town Hall Meeting Room 1 and Hybrid via Zoom

**Members Present:** First Selectman Bernie Dennler, Selectmen Art Shilosky, Rosemary Coyle, Denise Turner, and Cliff O'Donal.

**Others Present:** Joe Leone, Public Works Director, Steve Hoffman, Fire Chief, Brad Bernier, Deputy Fire Chief, Sergeant Cash, Resident State Trooper, Officer Dominic Sullivan, and Jonathan Paz, Government Affairs Manager Flock Safety (via zoom)

#### 1. Call to Order

B. Dennler called the meeting to order at 7:03 pm.

#### 2. Pledge of Allegiance

B. Dennler led the pledge of allegiance.

#### 3. Correspondence

Email from Jason LaChapelle regarding proposed Flock Camera System

Email from Michael Dubreuil regarding proposed Flock Camera System

Email from Wendy J. Worley regarding proposed Flock Camera System

#### 4. Citizen's Comments

Skip Starks, spoke about the need for the fields to stay at the forefront of decisions by the boards.

Michael Dubreuil, thanked J. Leone for his work, recreation, and the Colchester Crusaders travelling to play.

Shannon Rogers, spoke about the recreational fields.

Deanna Bouchard, spoke about the proposed sweeper sale to Lebanon, and Flock Camera System.

Jason LaChapelle, spoke about the proposed Flock Camera System.

#### 5. Consent Agenda

- a. Approve the Minutes from Regular Meeting March 7, 2024
- b. Approve the Minutes from Special Meeting March 14, 2024
- c. Authorize Tax Refunds

- d. Approve Colchester Sewer and Water Commission FY 23-24 operating budgets and rates/fees as recommended by the Sewer and Water Commission
- e. Reappointment of Patty Watts as Municipal Agent for the Aging with a term ending 3/1/2028
- f. Reappoint Michael Dankiw and Denise Salmoiraghi to the Housing Authority with a term ending on 5/1/2029

*R. Coyle MOVED to accept the consent agenda. A. Shilosky SECONDED. MOTION CARRIED 5:0.*

*R. Coyle MOVED to amend the agenda, adding in a new item 7, moving item 11 up to item 8. A. Shilosky SECONDED. MOTION CARRIED 5:0.*

**6. Ad-Hoc Committee and Commission Interviews:**

- a. Ad Hoc Recreation Needs and Coordination Committee  
The Board interviewed the following Candidates: Nina Minella, David Emery, and Kyle Calash.
- b. Agriculture Commission  
The Board interviewed Sam Wilson

**7. Discussion and action on authorizing the First Selectman to sign a revised agreement with Firematic to change the Pierce tanker fire truck from candy apple red to yellow at no additional cost**

*R. Coyle MOVED to authorize the First Selectman to sign a revised agreement with Firematic to change the Pierce tanker fire truck from candy apple red to yellow at no additional cost. A. Shilosky SECONDED. MOTION CARRIED 5:0.*

**8. Discussion and action on authorizing the First Selectman to sign a proposal with New England Mechanical Services, Inc for preventative maintenance for five Modine heaters at Colchester Fire Department Head Quarters**

*R. Coyle MOVED to authorize the First Selectman to sign a proposal with New England Mechanical Services, Inc for preventative maintenance for five Modine heaters at Colchester Fire Department Head Quarters. D. Turner SECONDED. MOTION CARRIED 5:0.*

**9. Discussion and action on approving the Section 5310 funding application for submission and authorize the First Selectman to sign all necessary documents**

*R. Coyle MOVED to approve the Section 5310 funding application for submission and authorize the First Selectman to sign all necessary documents, pending approval from the Board of Finance. C. O'Donal SECONDED MOTION CARRIED 5:0.*

**10. Presentation by the Public Works Director on FY 24-25 budget proposals including fields/grounds maintenance**

- a. Discussion and action on proposals

Discussion by the Board followed.

B. Dennler asked the Board to consider if they support the following: 1. Restoring the budget back to baseline 2. Agree to shift money from snow contract to a maintainer position. 3. Implementing the field



sustainability plan. The Board agreed to these items by consensus. B. Dennler stated he would incorporate this into the Board of Selectmen's budget proposal to the Board of Finance.

#### **11. Presentation by Colchester Police regarding request to purchase of Flock Safety Camera System**

Officer Sullivan, Sergeant Cash, and Jonathan Paz, Government Affairs Manager Flock Safety (via zoom) presented on the Flock Safety Camera system. Sergeant Cash proposed using the Bendas Grant funds for the purchase and installation of the system.

Discussion by the Board followed.

#### **12. Discussion and action on authorizing the sale of a Town of Colchester used sweeper to the Town of Lebanon**

Presentation by S. Sharpe, Public Works Fleet Supervisor.

B. Dennler recused himself from the discussion and vote as a former Town of Lebanon Employee.

*C. O'Donal MOVED to authorize the sale of a Town of Colchester used sweeper to the Town of Lebanon*  
*D. Turner SECONDED. MOTION CARRIED 4:0.*

B. Dennler abstained.

#### **13. Liaison Reports**

Waived due to meeting running late.

#### **14. First Selectman Report**

Waived due to meeting running late.

#### **15. FOIA Log update**

#### **16. Citizen's Comments**

DeAva Lambert spoke about Department Head purchases that were made without Boards knowledge and the Flock System proposed.

Ron Silberman commended J. Leone and B. Dennler for articulating Public Works budget needs, new project implications on Sewer and Water, budget suggestions related to BOE, and the Flock Camera System.

Chris Helms, spoke about the Flock Camera System.

Deanna Bouchard, spoke about the Flock Camera System MOU.

Jason LaChapelle thanked J. Leone, Public Works Director, for the budget being presented to the Board beforehand and the Flock System presented.

Matt Parsons thanked the Public Works Director for his work on the recreational fields, and capital plans.

Justin Ford spoke about the leadership that has been displayed by the First Selectman and the Board all working together to move the Town forward.

Mike Hayes spoke about the Public Works budget presentation, and the Flock Camera System.

### **17. Adjournment**

*C. O'Donal MOVED to adjourn at 10:33pm. A. Shilosky SECONDED. MOTION CARRIED 5:0.*

Respectfully submitted,

Taryn Scott  
Executive Assistant to the First Selectman

**TAX COLLECTOR'S REFUNDS**  
**SELECTMAN'S MEETING**

**MEETING DATE:**

**4/4/2024**

Check Date:

<b>Taxpayer Name</b>	<b>List Number</b>	<b>Amount</b>	<b>Breakdown</b>	<b>Check #</b>
SUSAN B PUGH	2022-01-0000344	\$614.55	C: 614.55	
TOYOTA LEASE TRUST	2022-03-64878	\$740.66	C: 740.66	

**TOTAL**

**\$1,355.21**



# APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, 2022 ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	SUSAN B PUGH
MAILING ADDRESS:	477 HENRY TAYLOR RD., NEW MARKET, AL 35761
BILL NO:	2022-01-344
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION: **REFUND FOR DUPLICATE PAYMENT MADE 02/05/24**

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL DUE
03/04/2023	\$ 1,825.85	07/22	01/01/2024	\$ 1,211.30	\$0.00	\$0.00	\$ 1,211.30	\$ 614.55

APPLICANT(S) SIGNATURE: Susan B. Pugh

**OFFICE USE ONLY:**

Accounting Code			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 614.55
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$

**Collectors Recommendation to the Governing Body**  
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 614.55	APPLICATION SUBMITTED DATE:	03/04/2024
TAX COLLECTOR: MICHELE WYATT		<i>Michele Wyatt</i>	

**Governing Body Action Taken**  
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:		
CLERK SIGNATURE:		



\*2022010000344\*

GENERAL DATA REAL ESTATE

AS OF 03/18/2024

BILL NO: 2022-01-00000344

ORIGINAL OWNER: BARONI ELIN L/U + ROBERT EST OF

UNIQUE ID: 10A00026

C/O: C/O SUSAN B PUGH

LINK#

ADDRESS: 477 HENRY TAYLOR RD

FILE#

ADDRESS2:

BANK:

CITY ST ZIP: NEW MARKET AL 35761

ESCROW:

COUNTRY:

VOL/PAGE: -

PROP LOC.: PICKEREL LAKE RD

LIEN VOL/PAGE:

EXR PROP LOC:

DISTRICT:

M/B/L: 03-20 031-101

PROP ASSESSED: 44,500

ELD CODE: 0

EXEMPTIONS:

EXMPT CHANGE:

COC CHANGE:

NET VALUE: 44,500

MILL RATE: 27.2200

\*\*\* BILLED \*\*\*

INST1	TOWN
INST2	596.75
INST3	614.55
INST4	0.00
ADJS	0.00
TOT TAX	1,211.30
TOTAL PAID:	1,825.85

TOTALS	
596.75	
614.55	
0.00	
0.00	
1,211.30	
1,825.85	

\*\*\* PAYMENTS \*\*\*

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Pmt	8	02/05/2024	O	82/3135/28	T	614.55	0.00	0.00	0.00	614.55
Pmt	8	01/31/2024		4/2825/51	T	614.55	0.00	0.00	0.00	614.55
Pmt	1	07/31/2023	O	81/1333/96	T	596.75	0.00	0.00	0.00	596.75
TOTAL PAYMENTS						1,825.85	0.00	0.00	0.00	1,825.85

TOTAL BALANCE DUE AS OF 03/18/2024

INT DUE	0.00
LIEN DUE	0.00
FEES DUE	0.00
TAX DUE NOW	-614.55
TOT DUE NOW	-614.55
BALANCE DUE	-614.55

\*\*\* FLAGS \*\*\*

Circuit Breaker Amount	0
Invalid Address Flag	No
Benefit Year	0



# APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, 2022 ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION								
NAME:	TOYOTA LEASE TRUST							
MAILING ADDRESS:	525 FELLOWSHIP ROAD, SUITE 330 MT. LAUREL, NEW JERSEY 08054-3415							
BILL NO:	2022-03-64878							
BILL NO:								
BILL NO:								
BILL NO:								
REASON FOR APPLICATION:	COC DECREASE MV SOLD							
AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL DUE
03/27/2024	\$ 740.66	10/22	09/18/2023	0.00	\$0.00	\$0.00	0.00	\$ 740.66

APPLICANT(S) SIGNATURE: SEE ATTACHED

OFFICE USE ONLY:			
<b>Accounting Code</b>			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 740.66
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$
<b>Collectors Recommendation to the Governing Body</b>			
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended			
ABATEMENT OR REFUND	\$ 740.66	APPLICATION SUBMITTED DATE:	03/27/2024
TAX COLLECTOR: MICHELE WYATT			
<b>Governing Body Action Taken</b>			
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer			
MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:	
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:			
CLERK SIGNATURE:			

**REFUND REQUEST FOR Toyota Lease Trust****Office of the Assessor**  
Town of Colchester

MAR 25 2024

**RECEIVED**  
127 Norwich Ave  
Colchester, Connecticut 06415

Date: 03/18/2024

Colchester Town Assessor  
127 Norwich Avenue, Suite 104  
Colchester, CT 06415

<b>Tax Year:</b>	<b>2022</b>	<b>Plate #:</b>	<b>C192383</b>
<b>Grand List Number:</b>	<b>2022-03-0064878</b>	<b>VIN#:</b>	<b>5TFCZ5AN2LX222285</b>

To whom it may concern:

We are requesting a refund on the above listed tax bill. The lease on this vehicle has ended and the vehicle was sold. Enclosed, please find the applicable documentation as required for the refund of taxes.

Please complete the enclosed "Information Request Form" for our records, we have provided a return envelope with pre-paid postage for your convenience.

Once approved, please forward refund to:

Toyota Lease Trust  
525 Fellowship Road, Suite 330  
Mt. Laurel, New Jersey 08054-3415

**Due to accounting complications, please do not apply this refund to any tax bills our company has outstanding. Please return this letter (or copy thereof) with the refund check.**

Thank you in advance for your efforts to assist us in this matter. If you have questions please contact the following individual:

Kelly Trojanowski  
609-784-8575  
kelly.trojanowski@ryan.com

REF#: 23-104844



GENERAL DATA MOTOR VEHICLE

AS OF 03/27/2024

BILL NO: 2022-03-0064878
UNIQUE ID: 64878
LINK #: 2022-MV-0010771
FILE#:
BANK: M007
ESCROW:

NAME: TOYOTA LEASE TRUST
C/O:
ADDRESS: 3200 WEST RAY ROAD
ADDRESS2:
CITY ST ZIP: CHANDLER AZ 85226
COUNTRY:

DISTRICT:
PROP ASSESSED: 27,210
EXEMPTIONS:
COC CHANGE: -27,210
COC #: 103152M
EXEMPT Change:
NET VALUE:
YR/MAKE/MDL REG/CL/ID: 2020 / TOYOT / TACOMA D
ASSMNT CHANGE: -27,210
TOWN BENEFIT: 0.00
REG# EXPR:

MILL RATE: 27.2200

\*\*\* BILLED \*\*\*

INST1 TOWN 740.66
INST2 0.00
INST3 0.00
INST4 0.00
ADJS -740.66
TOT TAX 0.00
TOTAL PAID: 740.66

TOTALS
740.66
0.00
0.00
0.00
-740.66
0.00
740.66

\*\*\* PAYMENTS \*\*\*

TYPE CYCLE DATE ADJ TERM/BATCH/SEQ INST AMOUNT FEES LIENS TOTALS
Pmt 3 09/25/2023 82/3038/159 T 740.66 0.00 0.00 740.66
Adj 3 09/20/2023 99/501/1 T -740.66 0.00 0.00 0.00

TOTAL PAYMENTS

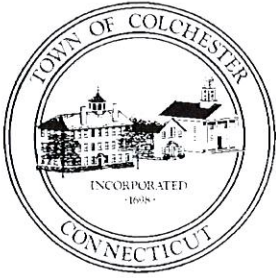
740.66

TOTAL BALANCE DUE AS OF 03/27/2024

INT DUE
LIEN DUE
FEES DUE
TAX DUE NOW -740.66
TOT DUE NOW -740.66
BALANCE AMT -740.66
\*\*\* FLAGS \*\*\*

Circuit Breaker Amt 0 Benefit Year
Invalid Address Flag No
Last Adjustment Reason DECREASE MV SOLD JUN 20





# Town of Colchester, Connecticut

95 Norwich Avenue, Colchester, Connecticut 06415

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

## MEMORANDUM

**To:** Board of Selectmen

**From:** Patricia A. Watts, Director of Senior Services

**Date:** 03/27/24

**Re:** Application for Title III Grant Renewal

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Title III grant funding is being requested from Senior Resources, Area Agency on Aging in the amount of \$20,000.00. These funds would be used to continue the Making Memories Program, a beneficial social-model program for individuals facing memory loss/dementia and/or social isolation, at the Colchester Senior Center on Mondays, Tuesdays and Wednesdays from 9:00 a.m.-1:00 p.m. Please note that on the Title III Program worksheet, the Non-Federal Cash Match amount listed of \$10,501 is already built into the Colchester Senior Center budget and does not require additional funding from the Town of Colchester. Please see budget pages of the application for additional information. Application deadline is April 26, 2024 by 3:00 p.m.

### Recommended Motion

Motion to approve the submission of Title III Grant Renewal Application to secure grant funding for the Making Memories Program, FY 2024-25 and authorize the First Selectman to sign all necessary documents.

Respectfully Submitted,

*Patricia A. Watts*

Patricia A. Watts



**PROGRAM DESCRIPTION AND WORK PLAN – FY 2025 TITLE III FUNDING**

*Legal Name of Organization* Colchester Senior Center  
*Address, City, State, Zip* 95 Norwich Avenue Colchester, CT 06415  
*Phone Number* 860-537-3911  
*Fax Number* 860-537-5574  
*Organization Website* www.colchesterct.gov

*Agency Type:* Public Municipality

*DUNS Number (<http://www.dnb.com/get-a-duns-number.html>)* 177899317  
*Employer Identification Number* 06-6001974

*Program Name* Making Memories Program  
*Program Address* same

*Program Contact Name* Patricia A. Watts  
*Title* Director of Senior Services  
*Phone* 860-537-3911  
*Fax* 860-537-5574  
*Email* pwatts@colchesterct.gov

*Title of the Older Americans Act under which funding is requested:* Title III B (Social Services)

*Category* Health/Dental

*How many years has this program been funded by Title III?* 15

**TOTAL TITLE III REQUEST** **\$20,000**

It is understood and agreed by the undersigned that funds awarded as a result of this request are to be expended for the purposes set forth herein and in the Standard Assurances document in accordance with all applicable laws, regulations, policies and procedures of Senior Resources Agency on Aging, the State Unit on Aging, the Administration for Community Living and the U. S. Department of Health and Human Services.

*Authorized Signatory* Bernie Dennler  
*Signature* \_\_\_\_\_  
*Title* First Selectman, Town of Colchester  
*Date* \_\_\_\_\_

## 1. ORGANIZATIONAL OVERVIEW.

### a. Organization's mission statement.

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

### b. Describe the organization's financial position, including trends, challenges, or unusual developments over the last three years.

The Town of Colchester's financial position is good with General Fund Balance showing steady growth. There are no challenges which cannot be met.

## 2. PROGRAM SUMMARY. *Briefly describe the proposed program in one paragraph.*

The Making Memories Program is a social model therapeutic recreation program designed to help seniors (aged 60+) who are experiencing mild to moderate memory loss, cognitive impairment and/or those at risk for social isolation. The goal of the program is to help each participant reach and maintain their optimal level of functionality in a structured and supportive environment, while encouraging individual independence and engagement. We strive to empower each participant to enjoy a variety of group activities which promote an ongoing sense of contentment, vitality and cognitive engagement.

### 3. DETAILED PROGRAM DESCRIPTION.

a. Identify the community need this program proposes to address. How does this need address a Senior Resources priority as defined in the Area Plan (plan summary available in the RFP Guidelines and Application Instructions)? Identify the Area Plan Priority Area by choosing one in the drop-down box. **Long Term Supports & Services**

By providing activities which engage the brain while promoting socialization, this program serves as a safety net for early intervention when changes are observed in an individual's behavior, cognition or physical condition. The program addresses the Area Plan's Priority 2 for Long Term Supports and Services to "support and increase access to community-based long term supports and services" with a focus on dementia and reduction of social isolation and loneliness.

b. Describe the service(s) to be provided, including all major components of the program. Include how often the service will be provided and where (facility).

The Making Memories Program is offered at the Colchester Senior Center at 95 Norwich Avenue, Colchester, CT. The program is held on Mondays, Tuesdays and Wednesdays from 9:00 a.m. to 1:00 p.m. Classes are structured with multiple small group activities designed to help stimulate the brain. Each day is a similar format, which helps to promote cognitive orientation, while providing a variety of activities which help keep the participants engaged and interested. The socialization combined with the small group activities enhance cognition and helps participants to remain independent for a longer period of time.

### 4. PROGRAM RESOURCES. Describe how management, staff and resources will be utilized to ensure success of this program such as: staffing pattern, specific training/certifications, funding, etc.

The Making Memories Program is planned and facilitated by the Making Memories Program Coordinator, who is a part-time staff member working 18 hours per week. She is responsible for developing a monthly activity calendar specific to the class. According to the job description, the MMP Coordinator must possess a bachelor's degree in gerontology, therapeutic recreation or related field, with a minimum of 3 years experience in social/recreational programming and/or services to the elderly. Additionally, the MMP Coordinator attends ongoing trainings related to dementia, as approved by the Director of Senior Services. A per diem staff member exists to fill in for any absences for the MMP Coordinator.

### 5. BACKGROUND CHECKS. The State requires all Contractors, employees and volunteers undergo criminal background checks to ensure the safety of clients. Describe the process your Agency has for completing background checks on all client contact employees and volunteers.

Criminal background checks are mandatory for all employees of the Town of Colchester and clear background checks are a condition for hire at the Colchester Senior Center. The HR Department is responsible for this aspect of hiring. The Making Memories Program Coordinator and the Director of Senior Services, who supervises the department, have both passed background checks.

6. GEOGRAPHY. Using the lists below, indicate the town(s) to be targeted for service provision.

Estuary Region:

- Chester
- Clinton
- Deep River\*
- Essex
- Killingworth\*
- Lyme\*
- Old Lyme
- Old Saybrook
- Westbrook

Midstate Region:

- Cromwell
- Durham\*
- East Haddam\*
- East Hampton
- Haddam\*
- Middlefield
- Middletown
- Portland

Northeast Region:

- Brooklyn
- Canterbury\*
- Eastford\*
- Killingly
- Plainfield
- Pomfret\*
- Putnam
- Sterling\*
- Thompson\*
- Union\*
- Woodstock\*

Windham Region:

- Ashford\*
- Chaplin\*
- Columbia\*
- Coventry\*
- Hampton\*
- Lebanon\*
- Mansfield
- Scotland\*
- Willington\*
- Windham

Southeast Region:

- Bozrah\*
- Colchester\*
- East Lyme
- Franklin\*
- Griswold\*
- Groton
- Ledyard
- Lisbon\*
- Montville

- New London
- North Stonington
- Norwich
- Preston\*
- Salem\*
- Sprague\*
- Stonington\*
- Voluntown
- Waterford

7. PLAN TO REACH TARGET POPULATIONS. The Older American's Act requires outreach efforts to certain target populations. Outreach for each chosen population must be specific to the population.

a. Indicate which target group(s) will be identified and encouraged to participate in the program.

**NOTE:** Only select the group(s) that will be specifically targeted (all groups will be reported on monthly, however). There is no need to select all.

Individuals with Low Income  
(100% of federal poverty level or below)

Individuals from Minority Population  
Group

Low Income Minority Individuals

Individuals at or below 150% of Poverty

Individuals Living in Rural Areas

Individuals with Limited English Proficiency

Individuals with Severe Disabilities

Individuals at Risk of Institutionalization

Individuals with Alzheimer's and related Disorders

b. Identify and describe **outreach methods** and **time frames** for each outreach method for each selected target group. The outreach plan **must** be specific to each group selected. Give details.

This program was designed for those who are experiencing mild/moderate dementia. On a bi-annual basis and/or as program vacancies exist, the MMP Coordinator will reach out to local senior centers to market the program, as well as to a senior group which meets in Salem, a neighboring town which does not have a senior center. Annual mailings are sent to local physicians serving patients with dementia or related disorders. On an annual basis or as program vacancies exist, we contact our regional Alzheimer's Association to market the program to prospective participants, as well.



8. ACTIVITIES AND PROGRAM INDICATORS. List the proposed measurable goal. List the indicators to be used to measure the success of the goal.

MEASURABLE GOAL(S)	MEASUREMENT FOR THAT GOAL (must be a percentage or number)
Goal is that at least 50% of participants will exhibit stability or improvement in their MoCA test results, as measured within 2 points above/below their last recorded score of 0-30 points, tracked across time.	The Montreal Cognitive Assessment (MoCA) is a widely used instrument to test for cognitive function. MoCA testing will be administered twice annually in March and August. Scores range from 0-30, with 26 and above considered within normal limits.

9. DATA COLLECTION.

- a. describe the program's plan for measuring client impact including proposed methodology, frequency of measurement. (How is the client's life going to be changed by receiving this service?)

The Montreal Cognitive Assessment, commonly known as the MoCA, is a widely accepted assessment tool to test cognitive orientation for individuals with mild cognitive impairment (MCI). It is easily administered with detailed instructions for both testing and scoring. The results are tabulated and assigned a numerical value ranging between 0-30 points. Any score of 26 or over is considered within a normal range, with increased deficits correlating to lower scores. The test is administered upon intake, as part of the assessment and orientation; at the 6 month mark (March) and at the 12 month mark (August) during the grant cycle. The findings are quantified and reported in the year-end narrative report.

- b. describe the measurement tool to be used;

The Montreal Cognitive Assessment (MoCA) is an assessment tool readily available on the internet with detailed instructions included both on testing and scoring test results. The MoCA is graded on a scale from 0-30, with any score of 26 or higher considered normal and 25 or below showing some evidence of cognitive impairment or decline. Tracking MoCA scores across time is a helpful way for us to quantify cognitive changes. This data is tracked from the initial test at intake into the program, and at 6 month intervals thereafter. We are seeking stability of test scores (within a 2 point swing above/below) the results of the previous test taken. The data is analysed and reported at the year-end narrative report for goal achievement for all class participants.

- c. describe follow-up activities to ensure quality improvement (action plan)

The Making Memories Program Coordinator has developed a curriculum which allows for a daily theme. Within these themes, she plans diverse activities which utilize different aspects of brain stimulation--reading, creating, music appreciation, movement, puzzle solving, etc. to challenge each participant. Annually, in September, the Director of Senior Services conducts a Client Satisfaction Survey where each participant is interviewed privately to gain insight into whether the program is meeting their expectations or not. We have an excellent record of high satisfaction scores throughout the program's history.

10. VOLUNTARY CONTRIBUTION PLAN. Describe HOW the following Title III requirements will be met: Fees may not be charged to program participants; however, it is a requirement to offer all clients an opportunity to donate to the program. Donations must be confidential, and no person may be denied involvement if s/he chooses not to contribute. All contributions received are to be used to expand the services of the program being funded under the grant.

The Making Memories Program does not assess a fee to participate, however, at the orientation and assessment, participants and their families are given a Sliding Fee Scale which is calculated each year based upon the Federal Poverty Level Tables. Annually, participants are reminded of our donation policies and a locked box is mounted on the classroom wall for participants to drop their donations, should they wish to contribute. No one is denied participation if they do not choose to give. The Director of Senior Services prepared the bank deposits, so the Making Memories Program Coordinator has no knowledge of who has made a contribution or who has not. Any donations collected are deposited in a line item that is specifically for the program and nothing else.

11. FINANCIAL SUPPORT. Foundation, Fundraising, Corporate and Government Grant Details: Title III Contractors are required to initiate efforts to obtain additional support from private sources and other public organizations for grant-funded programs. List Other funding sources for the program described in this application and the amount provided by each (a) during FY 2024 and (b) as anticipated for the program in FY 2025.

Program Funding				
Foundation, Fundraising, Corporation, Government Funding Source	FY 24 Status*	FY 24 Amount	FY 25 Status*	FY 25 Projected Amount
Lions' Club of Colchester	applied	\$1,000	plan to apply	\$1,000

\*Status – Awarded, Applied, Plan to Apply, Denied



12. REDUCED FUNDING ALTERNATIVE. If the full amount requested is not funded, how would the program be adjusted? Please be specific in terms of staff reductions, and/or the reduced number of clients/units to be served. Applicants are cautioned to respond carefully as reduction should not be made solely to persons served or units of service to be provided. Please review your overhead/administrative costs for potential reductions that would correspond to less federal funding. Give specific details such as; staffing patterns, number of clients served, alternate funding sources, etc.

We have one dedicated staff member for this program and if her hours were reduced as a cost-savings measure her position would become untenable. She works an 18 hour work week. Reducing her hours to 13.5 hours per week, when direct facilitation of the class absorbs 12 hours, she would not have available time left in her work week to prepare materials for class, conduct new participant assessments or other critical duties. Unfortunately, our operational cannot afford to support this class beyond our cost share obligations. A 25% reduction in Title III funding would effectively force us to close this valuable, well-established and respected community-based program operating continuously since 2008.

13. PROGRAM MANAGEMENT. If funds were received in fiscal year 2023 (not the current fiscal year 2024), please respond to the following as they apply to the period October 1, 2022 to September 30, 2023:

a. Explain the successes of the program

The Making Memories Program has been successful at the Colchester Senior Center since its opening in 2008. This program provides a supporting, caring, engaging, and socially and intellectually stimulating environment. The small, close knit group of participants creates a "safe space" for those facing memory loss and the social isolation which so often accompanies it. We seek to provide a program which encourages its participants to reach their highest potential, try new things, make good friends and thrive, despite their challenges. The Making Memories participants are more socially engaged, mentally stimulated, have improved cognitive orientation and report feeling happier, less lonely and less depressed than before they began attending the Making Memories Program. Additionally, this program allows for critical respite for caregivers, too.

b. Identify challenges within the program. Explain how these challenges were addressed  
 One of our challenges since the pandemic was that our census was low, and it has taken several years to build the program back to it's full capacity of class participants. This year, however, after a number of new referrals, completing 9 intakes/assessments and onboarding a number of new participants, we are happy to be back up to full capacity. The class is so much more enriching as there is a lot of sharing around the table, when the program has bewteen 10-12 members.

c. Explain the differences between the approved budget and the actual year end expenses  
 This year's maximum grant was \$19,012.50 but we did not receive all of it in the last FY. We billed for \$10,771.22 for a total of 2,124.50 units of service for 13 unduplicated participants. Low attendance was problematic throughout the year, with a high turnover in the class. We received a \$1,000 award from our local Lions chapter, and \$1,233 from a community-based philanthropic organization. Client donations were low for the year at \$190 collected. Our cash match and in-kind labor was on trach due to the dedication of 2 volunteers. Total labor and suppliescost \$18,388.42 with a difference of \$5,194.20 supplied from the operational budget of the Colchester Senior Center.

$\$18,388.42$  (total cost) -  $\$10,771.22$  (Title III grant) -  $\$190$  (donations) -  $\$1,000$  (Lions' award) -  $\$1,233$  (Colchester Cares donation) =  $\$5,194.20$  (CSC opeartional budget/cost share/in-kind)

14. REFERRALS. Title III Contractors are required to assist clients in taking advantage of benefits under other programs (i.e.; energy assistance, food security, health insurance counseling, etc. **letters b and c** below are referring to this question also).

a. describe how unmet needs are identified

The Colchester Senior Center is a designated Community Focal Point for programs and services for seniors in Southeastern Connecticut. We serve as a Senior Nutrition Program site and provide accessible transportation services for Colchester residents. We provide referrals to beneficial programs such as Renters' Rebate, Energy Assistance Programs, assist with SNAP applications, MSP and Benefits Checkip screenings, and we have a CHOICES counselor who can assist with Medicare and other insurance questions. The director serves as the Municipam Agent for the Elderly and can help with additional referral needs such as housing. This past year, we identified a volunteer with a special set of skills, who is currently serving as our Senior Benefits Counselor, as well.

- b. describe how referrals will be made to help clients access needed services. (**This pertains to question 14 above.**)

Most of our MMP participants receive the Community Cafe meal, for a suggested donation of \$2.00 per meal. When there is an identified need, the MMP Coordinator makes it known to the Director of Senior Services who works with other staff, family members or agencies, as appropriate, to access or apply for any beneficial programs for which they may be eligible.

- c. describe how the proposed program will coordinate with other appropriate services to avoid duplication (ex: receiving the same service from two different agencies). (**This pertains to question 14 above.**)

All programs safeguard against duplication. For example, the Renters' Rebate Program through the Offices of Policy and Management (OPM) the program's application does not allow for individuals to apply multiple times under the same address for the season. It's the same for Energy Assistance through TVCCA, where their access portal does not allow people to apply twice in the same season. When there is a need which cannot be met through our office, we make appropriate referrals to other agencies, such as Senior Resources Agency on Aging, TVCCA, Town of Colchester Social Services, United Way, etc.

15. GRIEVANCE PROCEDURE. Describe how clients participating in the program will be informed of the procedures to notify the Area Agency on Aging of complaints based on denial of services.

We have a thorough orientation and assessment process for all new or prospective participants, which is required to be completed prior to joining the Making Memories Program. The participant (and the family member who accompanies them to their appointment) is given a packet of information to take home. Within the packet is a form entitled "MMP Participation Guidelines" which details the grievance procedures for the program. Point 12 reads, "Persons served under Title III funding, such as those participating in the Making Memories Program, should submit complaints in writing to Senior Resources Agency on Aging, 19 Ohio Ave. Suite 2, Norwich, CT 06030. The complaint will be brought before the Board of Directors for Senior Resources within 60 calendar days of the original complaint filed by the consumer." The Colchester Senior Center also has an internal grievance procedure, which included no more than 72-hour response to any complaint brought to the Director of Senior Services, and if necessary, involvement of the First Selectman for the Town of Colchester.

16. NAME AND ADDRESS OF PERSON TO WHOM CHECKS SHOULD BE MAILED:

ORGANIZATION NAME: Colchester Senior Center  
NAME: Patricia A. Watts, Director of Senior Services  
ADDRESS: 95 Norwich Ave. Colchester, CT 06415

17.  
Head of Organization Bernie Dennler  
Title First Selectman, Town of Colchester  
Email bdennler@colchesterct.gov



**BUDGET - FY 2025 Title III Funding**

Organization's Name: Colchester Senior Center

Service Name: Making Memories Program

Organization's Annual Operating Budget: \$380,482.00

Total Program Cost is 9.43% of the Organization's Annual Operating Budget

Budget Summary:

<b>A</b>	Total Program Cost	<u>\$35,861</u>		
	Less:			
<b>B</b>	Client Donations	<u>\$1,000</u>		
<b>C</b>	Other Cash	<u>\$1,000</u>		
<b>D</b>	<b>Net Cost</b>	<u>\$33,861</u>	<u>100%</u>	
	Less Match:			
<b>E</b>	Non-Federal Cash	<u>\$10,501</u>	<u>31.01%</u>	OF NET COST
<b>F</b>	Non-Federal In-Kind	<u>\$3,360</u>	<u>9.92%</u>	OF NET COST
<b>G</b>	<b>Total Title III Request FY25</b>	<u>\$20,000</u>	<u>59.07%</u>	OF NET COST

Enter in the FY24 Award Amount (if applicable): \$19,013

Increase/Decrease from FY24 Title III Award \$988

DOCUMENTATION OF FUNDING SOURCES

**OTHER CASH**

<u>SOURCE (itemize)</u>	<u>DOLLAR AMOUNT -</u>
Lions' Club Donation, if awarded	should equal C above
	\$1,000

**NON-FEDERAL CASH MATCH**

<u>SOURCE (itemize)</u>	<u>DOLLAR AMOUNT -</u>
Colchester Senior Center's Operational Budget	should equal E above
	\$10,501

**NON-FEDERAL IN-KIND MATCH**

<u>SOURCE (itemize)</u>	<u>DOLLAR AMOUNT -</u>
In-Kind Personnel	should equal F above
	\$3,360

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Bernie Dennler

Title: First Selectman, Town of Colchester

Positions	Total Annual Salary for Position	Number of Hours Per Week Working on this Program	Title III	Non-Federal Cash	Other Cash	Client Donations	TOTAL
Dir. Of Senior Services	\$70,988	2		\$2,594	\$955		\$3,549
MMP Coordinator	\$21,045	18	\$20,000		\$45	\$1,000	\$21,045
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>TOTALS</b>			\$20,000	\$2,594	\$1,000	\$1,000	\$24,594

In-Kind Personnel (Volunteers working in the program - not paid staff)

Positions	Number of Hours Per Week Working on this Program	Number of Weeks Per Year	Value of In-Kind Salary
Volunteer Debra K. x \$15.00 (minimum wage)	3	48	\$2,160
Volunteer Gail O. x \$15.00 (minimum wage)	2	40	\$1,200
<b>TOTALS</b>			\$3,360

Total Program Budget

Organization Name Colchester Senior Center

Organization's Annual Operating Budget \$380,482.00

Program Year: FY 2025

Expenses	NET COST							F	G	H
	A	B		C	D		E			
	Title III	Non-Federal Cash	Non-Federal In Kind	Other Cash	Client Donations	TOTAL	Admin Costs			
Personnel	\$20,000	\$2,594	\$3,360	\$1,000	\$1,000	\$27,954	\$3,549	\$24,405		
Fringe		\$1,881				\$1,881		\$1,881		
Travel		\$0				\$0		\$0		
Rent		\$0				\$0		\$0		
Telephone		\$542				\$542		\$542		
Utilities		\$2,774				\$2,774		\$2,774		
Vehicle Operations		\$2,020				\$2,020		\$2,020		
Equipment		\$0				\$0		\$0		
Repairs/Maintenance		\$0				\$0		\$0		
Conferences/Training		\$28				\$28		\$28		
Contractual Services		\$0				\$0		\$0		
Insurance		\$0				\$0		\$0		
Postage		\$102				\$102		\$102		
Supplies/Printing		\$517				\$517		\$517		
Dues/Subscriptions		\$43				\$43		\$43		
Audit		\$0				\$0		\$0		
Other		\$0				\$0		\$0		
<b>TOTALS</b>	\$20,000	\$10,501	\$3,360	\$1,000	\$1,000	\$35,861	\$3,549	\$32,312		

	Title III	Non-Federal Cash	Non-Federal In Kind	Other Cash	Client Donations	TOTAL	Admin Costs	Direct Service Costs
Percentage of Total Cost	56%	29%	9%	3%	3%	100%	10%	90%

INCLUDE IN ALL COPIES OF APPLICATION  
Budget Page 14

## BUDGET NARRATIVE/COST EXPLANATION

Please show your computation for determining the cost and your justification of each line item expense in the budget by providing the underlying rationale.

FRINGE \$1,881  
 Total FICA of MMP Coordinator's salary ( $\$21,045 \times .0765 = \$1,610$  plus % FICA of the Director's salary calculated at 2 hrs./wk ( $\$3,549 \times .0765 = \$271$ )  $\$1,610 + \$271 = \$1,881$

TRAVEL \$0  
 Not included in this budget

RENT \$0  
 Building is not rented

TELEPHONE \$542  
 10% of the projected expenses annually of \$5,420 for the Colchester Senior Center

UTILITIES \$2,774  
 Total of 10% of projected heating costs of \$9,880 + 10% of \$17,862 for electricity for the Colchester Senior Center ( $\$988 + \$1,786 = \$2,774$ )



BUDGET NARRATIVE/COST EXPLANATION (continued)

VEHICLE OPERATIONS           \$2,020          

10% of the projected cost of gasoline and vehicle maintenance/repairs of \$20,200, as provided by the Town of Colchester's Fleet Maintenance Department.

EQUIPMENT                   \$0                  

Not included in this budget

REPAIRS/MAINTENANCE                   \$0                  

Not included in this budget

CONFERENCES/TRAINING               \$28              

10% of the budgeted amount of \$280 for staff to attend relevant training sessions for ongoing education.

CONTRACTUAL SERVICES                   \$0                  

Not applicable

Name of subcontractor: \_\_\_\_\_

Activity to be subcontracted: \_\_\_\_\_

Cost: \_\_\_\_\_

INSURANCE                   \$0                  

Not included in this budget

## BUDGET NARRATIVE/COST EXPLANATION (continued)

POSTAGE \$102  
 10% of budgeted amount for postage, \$1,020 annually for the Colchester Senior Center

SUPPLIES/PRINTING \$517  
 10% of the Printing and Publication budget of \$1,500 and 10% of cost for annual copier lease plus copy costs for printables for the MMP of %\$3,672.  $\$150 + \$367 = \$517$

DUES/SUBSCRIPTIONS \$43  
 10% of annual dues for CASCP, NISC and monthly subscription for Activity Connections

AUDIT \$0  
 Not included in this budget

OTHER \$0

Service Targets

Use the following definitions:

Low Income: All clients 100% or below poverty line.

Minority: African American/Black, Hispanic/Latino, Native American, Asian American, and Pacific Islander

Low Income Minority: All Minority clients 100% or below poverty line

Near Poor: All clients at or below 150% of poverty

Rural: Encompasses all population, housing, and territory not included within an urban area. (See page 5 of application for rural towns)

Limited English Proficiency: Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English, can be limited English proficient, or "LEP". These individuals may be entitled to language assistance with respect to a particular type of service, benefit, or encounter

Severely Disabled: All clients with reported need for assistance with 3 or more ADL's

At Risk of Institutionalization: All severely disabled clients who do not reside in nursing homes and lives alone or is below 100% FPL or over 80

Alzheimer's & Related Disorders: All clients with neurological or organic brain dysfunction

SERVICE NAME (Refer to Reference Material for Service Name)	Units of Service	Total Number of Unduplicated Clients	Clients with Low Income	Clients from Minority Population Groups	Clients from Low Income Minority Population Groups	Clients at or below 150% of the Federal Poverty Limit	Clients Living in Rural Areas	Clients with Limited English Proficiency	Clients with Severe Disabilities	Clients At Risk of Institutionalization	Clients with Alzheimer's and Related Disorders
Therapeutic Activity	3,500	14	4	1	1	3	11	0	0	10	10

Unit Cost

A	B	C	D	E	F	G	H
Service Name	Unit of Measure	Total Units	Net Cost Assigned	Net Cost Per Unit	Title III Cost Assigned	Title III Cost Per Unit	Percentage of Title III Request
Therapeutic Activity	one hour	3,500	\$33,861	\$9.67	\$20,000	\$5.71	100%
0		0		#DIV/0!		#DIV/0!	0%
0		0		#DIV/0!		#DIV/0!	0%
0		0		#DIV/0!		#DIV/0!	0%
<b>TOTALS</b>			\$33,861		\$20,000		

The correct unit of measure can be found in the Reference Material guide

**STANDARD ASSURANCES****I. OLDER AMERICANS ACT**

The undersigned HEREBY AGREES THAT it will comply with the Older Americans Act of 1965, as amended, all requirements imposed by the applicable HHS regulations and all guidelines issued pursuant thereto.

As a condition of receipt of funds under this act, each provider shall assure that they will:

- a. Provide the area agency, in a timely manner, with statistical and other information which the area agency requires in order to meet its planning, coordination, evaluation and reporting requirements established;
- b. Provide each older person with an opportunity to voluntarily contribute to the cost of the service;
- c. Protect the privacy of each older person with respect to his or her contributions;
- d. Establish appropriate procedures to safeguard and account for all contributions;
- e. May not deny any older person a service because the older person will not or cannot contribute to the cost of the service;
- f. With the consent of the older person or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger;
- g. Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies;
- h. Assist participants in taking advantage of benefits under other programs;
- i. Assure participants in taking advantage of benefits under other programs;
- j. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services; and
- k. Assure that the proposed project intends to satisfy the service needs of older persons with disabilities and severe disabilities.

## **II. CIVIL RIGHTS ACT OF 1964 (AMENDED TO THE CIVIL RIGHTS ACT OF 1991)**

The undersigned also AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-353) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from Senior Resources Agency on Aging, a recipient of Federal financial assistance from the Department (hereinafter called "Grantor"); and HEREBY GIVES ASSURANCE THAT it will immediately take any measure necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

## **III. REHABILITATION ACT OF 1973**

The undersigned also HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

## **IV. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

The undersigned HEREBY AGREES THAT it will comply with the terms of the Health Insurance Portability and Accountability Act of 1996, as appropriate.

## **V. CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

## **VI. CERTIFICATION OF DRUG FREE WORKPLACE**

The undersigned HEREBY AGREES THAT it will comply with the Drug-Free Workplace Act of 1988 in matters relating to providing a drug-free work place. The undersigned contractor will:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of such prohibition;

b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

1. The dangers of drug abuse in the work place,
2. The person's or organization's policy of maintaining a drug-free work place,
3. Any available counseling, rehabilitation and employee assistance programs, and
4. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide that every employee who works on the proposed contract or grant:

1. Will receive a copy of the company's drug-free policy statement, and
2. Will agree to abide by the terms of the company's statement as a condition of employment the contract or grant.

## **VII. NON-DISCRIMINATION REGARDING SEXUAL ORIENTATION**

The undersigned contractor AGREES THAT it will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor also agrees to the following:

1. Employees are treated when employed without regard to their sexual orientation.
2. A notice stating the above to be posted in conspicuous places available to employees and applicants.
3. To comply with Connecticut General Statutes 46a-56.

## **VIII. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

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, mental retardation 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. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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;
2. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that 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 such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to sections 46a-56, 46a-68e and 46a-68f;



5. The Contractor agrees to provide the Commission of 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 related to the provisions of this section and section 46a-56.

**IX. AMERICANS WITH DISABILITIES ACT OF 1990**

The undersigned contractor states they are familiar with the terms of this Act and are in compliance with said Act.

**X. UTILIZATION OF MINORITY BUSINESS ENTERPRISES**

The undersigned contractor AGREES to use best efforts consistent with 46C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G; Connecticut General Statutes 13a-95a, 4a-60, 4a-62, 4b-95(b), and 32-9e.

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of application for Federal financial assistance which was approved before such date. The Subgrantee recognizes and agrees that such Federal financial assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the subgrantee.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of Connecticut.

Date \_\_\_\_\_

Agency Name Town of Colchester, Colchester Senior Center

Signature \_\_\_\_\_  
(President, Chairperson of Board, or comparable authorized official)

Title First Selectman, Town of Colchester

**CERTIFICATION OF NON-FEDERAL MATCH FOR TITLE III PROGRAM  
(must be completed and signed by the donor NOT the applicant)**

Applicant Agency Name Colchester Senior Center

Program Name Making Memories Program

This is to certify that I (as an individual) or my agency/organization will provide the following cash and/or in-kind resources for the support of the program entitled

Making Memories Program for period beginning October 1, 2024 and ending September 30, 2025

SOURCE	CASH AMOUNT	IN-KIND VALUE
Colchester Lions' Club	\$1,000.00	
Volunteer D. Kropp (3 hrs x \$15 x 48 wks)		\$2,160.00
Volunteer G. O'Brien (2 hrs x \$15 x 40 wks)		\$1,200.00
<b>TOTAL</b>	\$1,000 if awarded	\$3,360.00

The above cash and in-kind items do not come from Federal funds (except as may be allowed via the use of Community Development Block Grants and/or General Revenue Sharing monies), and they are not used to match any other Federal program.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

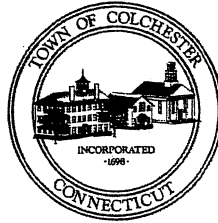
Name: Bernie Dennler

Title: First Selectman

Agency: Town of Colchester, Connecticut


**Town Clerk's**

Phone: 860-537-7215

Gayle Furman, Town Clerk  
Kayla Fortier, Asst. Town Clerk**Office**Fax: 860-603-2471  
www.colchesterct.gov**Town of Colchester**  
127 Norwich Avenue Suite 101  
Colchester, CT 06415

# Memo

**To:** Board of Selectmen

**From:** Gayle Furman, Town Clerk 

**Date:** March 25, 2024

**Re:** Application Targeted Grant FY 2025

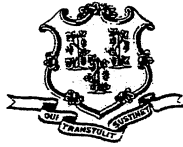
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This is the Historic Document Grant Application from the State Library that we get each year. The First Selectman needs to sign the second page of the application and designate me as the applicant.

**“Motion to designate Gayle Furman, Town Clerk, as the applicant for the FY 2025 Historic Document Grant”.**

*Thank You!*

**APPLICATION**  
**TARGETED GRANT FY 2025**  
 Historic Documents Preservation Program  
 Connecticut Municipalities  
 GP-001 (rev. 1/2024)



STATE OF CONNECTICUT  
 Connecticut State Library  
 PUBLIC RECORDS ADMINISTRATOR  
 231 Capitol Ave., Hartford, CT 06106

*This form may be completed and printed for submission at <https://ctstatelibrary.org/publicrecords/hdpp>*

**Name of Municipality:**  
 Use full municipality name, ie  
 'Town of \_\_\_\_\_' or 'City of \_\_\_\_\_' Town of \_\_\_\_\_ of Colchester

**Name of Municipal CEO:** Bernard Dennler **Title:** First Selectman  
**Phone with Area Code:** 860-537-7000  
**Email:** bdennler@colchesterct.gov

**Name of Town Clerk:** Gayle Furman **Title:** Town Clerk  
**Phone with Area Code:** 860-537-7215  
**Email:** townclerk@colchesterct.gov **Check if Designated Applicant:**

**TC Mailing Address:** 127 Norwich Ave., Colchester, CT 06415

**MCEO Address if Different:**

**Grant Application Deadline:**  Cycle 1: April 30, 2024  Cycle 2: September 30, 2024

**Grant Contract Period:** The contract period begins after July 1, 2024 AND receipt of the fully executed contract. Grant projects must be completed and funds expended by June 30, 2025.

**Maximum Grant Allowed:** \$5,500 Small Municipality Population less than 20,000  
 \$7,500 Medium Municipality Population between 20,000 and 69,999  
 \$10,500 Large Municipality Population of 70,000 or greater

**Amount Requested:** \$5,500

**Grant Category(ies):**  Inventory and Planning  Organization and Indexing  
 Program Development  Storage and Facilities  
 Preservation/Conservation *See Page 6 of the Guidelines for Category descriptions.*

Budget Summary	Grant Funds (A)	Local Funds (B)	Total Funds (A+B)
<b>1. Consultants/Vendors</b> (Total cost for all consultants and vendors)	\$ 5,500.00	\$	\$ 5,500.00
<b>2. Equipment</b> (Total cost for eligible items, i.e. shelving)	\$	\$	\$
<b>3. Supplies</b> (Total cost for eligible items, i.e. archival supplies)	\$	\$	\$
<b>4. Town Personnel Costs</b> (Total cost for all town personnel)	<sup>1</sup> \$	<sup>2</sup> \$	\$
<b>5. Other</b> (Please specify on a separate sheet; rarely used)	\$	\$	\$
<b>6. TOTAL</b>	\$ 5,500.00	\$	\$ 5,500.00

<sup>1</sup> Base pay only for personnel hired directly by the municipality for the grant project. Consultant/vendor costs should be listed on Line 1.  
<sup>2</sup> Personnel taxes, benefits and any overtime must be paid by the municipality.

**Narrative Page & Supporting Documents**

Answer on an attached page. **Number each question and answer.** If applying for more than one project, questions 1 through 3 must address each project **separately** and be numbered separately, i.e., 1a and 1b, 2a and 2b, 3a and 3b.

Answers should be provided in the applicant's own words, not by referencing the vendor's proposal.

1. **Describe the project.** State **what** will be done and **why**. In addition, for **records projects**, identify the specific records, including date ranges. For **conservation projects**, also address microfilming – see Guidelines booklet for instructions under Preservation/Conservation on **Page 9**.
2. **Provide vendor/personnel info & timeframe.** For **vendors**, identify the company and the timeframe for completing the work within the grant period. For **town personnel** – see Guidelines booklet for instructions under Town Personnel Costs on **Page 12**.
3. **State what will be accomplished.** Explain how the project will impact the records, the office and/or the municipality.
4. **Provide a detailed budget.** If applying for only **one** project with one vendor – **omit** this question. If applying for more than one project – show the **detail** for each line item listed on page 1 of the Application (Consultants/Vendors, Equipment, Supplies, and Town Personnel Costs) and the **split** between grant and local funds for each line item (if any).
5. **Attach supporting documents.** For **vendors**: provide a copy of the proposal or quote. For **direct purchases** of equipment or supplies: provide a copy of the product information/pricing from the website or catalog.

**Designation of Town Clerk as Applicant**

This section to be completed **only** if the MCEO wishes to designate the Town Clerk to make the application for the grant.

I hereby designate, Gayle Furman, the Town Clerk, as the agent for making the above application.

\_\_\_\_\_  
Signature of MCEO

\_\_\_\_\_  
Date

Bernard Dennler/First selectman  
Name and Title of MCEO

**Certification of the Application**

This section **must** be signed by the **applicant**.

If the Town Clerk is designated above, the Town Clerk must sign. If the Town Clerk is not designated, the MCEO must sign.

I hereby certify that the statements contained in this application are true and that all eligibility requirements as outlined in the *FY 2025 Targeted Grant Guidelines* have been met.

\_\_\_\_\_  
Signature of Applicant (MCEO or Town Clerk if Designated)

\_\_\_\_\_  
Date (*must be same as or later than above date*)

Gayle Furman/Town Clerk  
Name and Title of Applicant

*For State Library Use Only*

Grant Disposition:     Approved         Denied

Grant Award:        \$ \_\_\_\_\_

Grant Number:      \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
Signature of Public Records Administrator

\_\_\_\_\_  
Date

**TOWN OF COLCHESTER**  
**Historic Documents Preservation**  
**Targeted Grant Application Second Page**  
**FY 2025**

**Narrative Description:**

**Project 1**

- 1a. Part of the grant money will be used to microfilm minute books from 1989 through current and also microfilm Town Books from 1780 through current. These records are scanned to a flash drive to be given to the vendor. This project will ensure safe storage and accessibility of these records in case of a disaster.
- 2a. The vendor is Adkins Printing Inc., 40 South Street, New Britain, CT 06051. We have used them consistently for many years and trust their integrity. This project should be completed within one month.
- 3a. This project will make it safer for the Town Clerk's office to secure records in case of disaster.

**Project 2**

- 1b. Part of the money will be used purchase 10 reams of archival Land record paper and 9 reams of archival minute paper. These will be used to safely store and access these records.
- 2b. The vendor is Adkins Printing Inc., 40 South Street, New Britain, CT 06051. We have used them consistently for many years and trust their integrity. This project should be completed within one month.
- 3b. This will ensure safe storage and accessibility of these records.

**Historic Documents Pres. Targeted Grant  
Detailed Budget Page  
FY 2025**

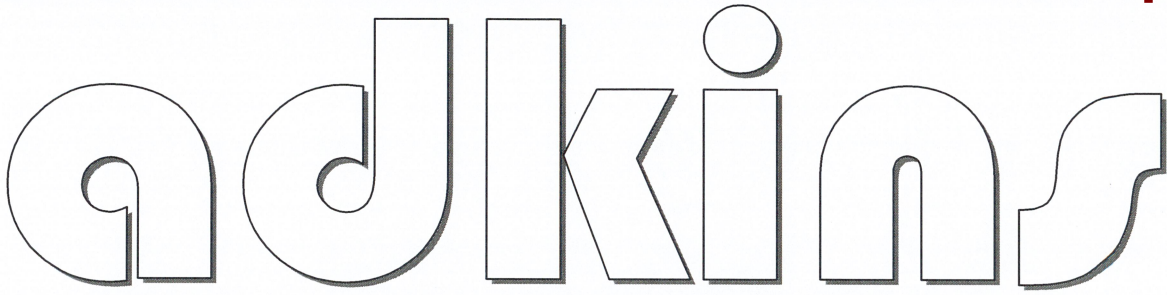
**Vendor**

Adkins Printing

Minute and Town Books Microfilming	\$4,017.50	Grant Funds
Land Record and Minute book paper	<u>\$1,482.50</u>	Grant Funds

<b>Total</b>	<b>\$5,500.00</b>	
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40 SOUTH STREET, P.O. BOX 2440, NEW BRITAIN, CT 06050-2440  
Tel: 1-800-807-3981 [irene@adkinsinc.net](mailto:irene@adkinsinc.net)

**GRANT  
JOB ESTIMATE**

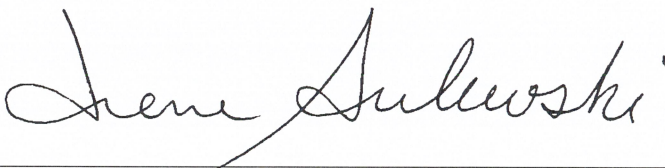
**March 18, 2024**

**Client: Colchester Town Clerk**

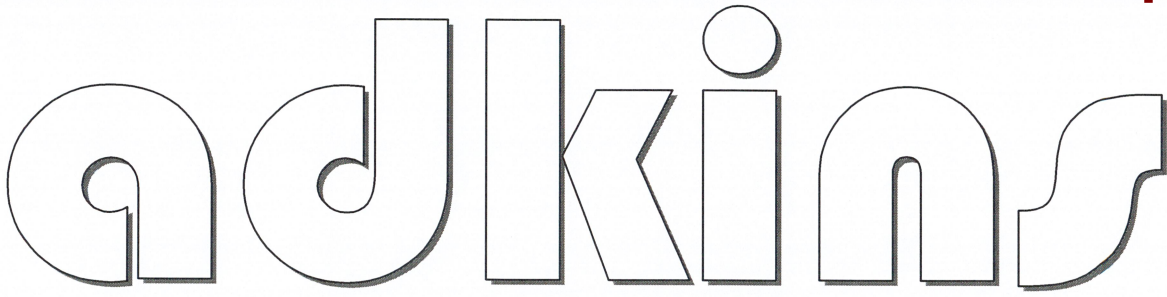
**Title of Job:** Conversion of images to MICROFILM

1. 32,000 pages of black/white minutes @ \$0.10/pg....\$3,200
2. 4,100 pages of black/white town books @ \$0.10/pg...\$410
3. 2,430 pages of tan/brown historic town books @ \$0.25/pg....\$607.50

**Total - \$4,017.50**

Signed:  \_\_\_\_\_





40 SOUTH STREET, P.O. BOX 2440, NEW BRITAIN, CT 06050-2440  
Tel: 1-800-807-3981 [irene@adkinsinc.net](mailto:irene@adkinsinc.net)

**GRANT  
JOB ESTIMATE**

**March 18, 2024**

**Client: Colchester Town Clerk**

**Title of Job:** archival supplies

- 1. 10 reams of land record paper @ \$75/ream.....\$750.00
  - a. 4 hole
- 2. 9 reams of minute book paper @ \$75/ream.....\$675.00
  - a. 3 hole
- 3. Ups/delivery.....\$57.50

**Total - \$1,482.50**

Signed: \_\_\_\_\_

Bernard Dennler  
127 Norwich Avenue  
Colchester , CT 06415  
BDennler@colchesterct.gov

Dear Bernard,

Thank you for the opportunity to continue providing services to your organization. Please review this proposal and let us know if you have any questions or if you need any clarification. If this proposal is acceptable, please electronically sign by clicking where it says "ACCEPT QUOTE." A PDF copy of the electronically signed and finalized document will be emailed to you automatically. As always, the full terms and conditions for this Novus Insight agreement are located at <https://novusinsight.com/master-services-terms-conditions/>.

Sincerely,

Novus Insight, Inc.

**Corporate Information**

Novus Insight specializes in serving the technology needs of nonprofit, municipal, and education clients. Since 2009, Novus Insight has served hundreds of organizations and institutions as a "go-to" resource for technology. Our services include:

- Technology Infrastructure strategy and planning
- On-premise virtual, hybrid, and cloud solution migrations, management, and ongoing support
- Hardware deployment and continuing support
- Network design, installation, management, and support
- Security assessments, remediation, and continuous monitoring
- Full backup and disaster recovery services
- Private cloud services including infrastructure-as-a-service and application hosting
- Custom application and web development

**Executive Summary**

Novus Insight is pleased to present this proposal to implement, host, and maintain a private cloud hosted phone system for the Town of Colchester's Senior Center. This proposal includes a hosted voice server (sized for the town), licensing for the phone system (sized for the senior center), and support/maintenance by Novus Insight (sized for the senior center). It also includes a one-time project, as well as necessary phone hardware, to set up the system and transition away from the legacy phone provider.

The client is responsible for all SIP trunk costs for interconnectivity with the Public Switched Telephone Network (PSTN), and for maintaining a high-speed internet connection at all locations. Reliable connectivity is required for phones to function, preferably utilizing the Connecticut Education Network (CEN), GoNetspeed, or another fiber optic carrier. Novus Insight is hosting the phone server, but is not an interconnected VoIP provider.

The estimated total monthly cost for the phone system is as follows:

Recurring	Monthly
Novus Insight (This proposal)	\$308
Flowroute Trunks & Fees (Estimate based on usage, separate from this proposal)	\$10
Flowroute per minute charges (Estimate based on usage, separate from this proposal)	\$60
<b>Total Recurring Estimate</b>	<b>\$378 per month</b>
	<b>\$4,536 per year</b>

**Total one-time hardware: \$1,345**

**Total one-time project estimate: \$3,410**

**Novus Insight, Inc.**  
222 Pitkin Street  
East Hartford, CT 06108  
United States

T: (860) 282-4200

**Prepared for** Town of Colchester  
Bernard Dennler  
127 Norwich Avenue  
Colchester, CT 06415  
United States  
E: BDennler@colchesterct.gov

<b>Quote #</b>	6285
<b>Date</b>	March 5, 2024
<b>Expires</b>	April 19, 2024
<b>Contact</b>	Derek Lemery

ACCEPT QUOTE

## Senior Center - Phone System Hosting & Migration Project

### Phone System Hosting & Support

#### Monthly Fees

Item	Qty	Price	Total
<b>Hosted Voice Server &amp; Licensing</b>	1	\$218.00	<b>\$218.00</b>

A hosted Linux virtual server with 4GB RAM, 250GB Storage, and Backup Services will be provided as a dedicated phone server. This server includes the 3CX Enterprise application for voice services, and appropriate licensing for up to 8 simultaneous calls.

The client is responsible for paying SIP providers (such as Flowroute) for trunk usage and external phone numbers (DIDs). The client is also responsible for purchasing additional physical phones to connect to this server.

LabTech (Code: HVOIPS17)

<b>Phone System Maintenance</b>	1	\$90.00	<b>\$90.00</b>
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Support will be provided for the client's phone system. Novus Insight will assist staff with the hosted telephone system, as well as endpoints as needed remotely and while onsite during normally scheduled hours. Updates will be performed to 3CX regularly and as needed.

Code: MSSRSPHONES

*\* Recurring fees billed monthly with 0 upfront payment(s).*

**Monthly Subtotal** **\$308.00**

### Phone Hardware



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Bernie Dennler, First Selectman

## RESOLUTION

**Authorization to Execute a Personal Services Agreement with the State of Connecticut  
for Financial Assistance to Perform Environmental Remediation (Cleanup) of the Former  
Norton Paper Mill Located at 139 Westchester Road (CT Route #149), Colchester, Connecticut  
CT DEEP CERCLA 128(a) Brownfield Grant Program**

**WHEREAS:** The former Norton Paper Mill is an environmentally contaminated property located at 139 Westchester Road (CT Route #149) in Colchester, Connecticut.

**WHEREAS:** The Town of Colchester is desirous of performing environmental remediation (cleanup) of the former Norton Paper Mill located at 139 Westchester Road (CT Route #149) in Colchester, Connecticut, so that it may be redeveloped into an interpretive passive recreation facility to be known as Norton Park.

**WHEREAS:** The Town of Colchester has received a \$250,000 award from the CT DEEP CERCLA 128(a) Brownfield Grant Program for environmental remediation (cleanup) of the former Norton Paper Mill located at 139 Westchester Road (CT Route #149) in Colchester, Connecticut.

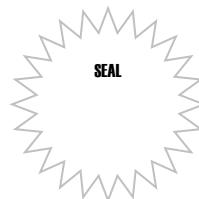
**THEREFORE, BE IT RESOLVED:** That Bernard Dennler, III the First Selectman, be and hereby is authorized to execute on behalf of the Town of Colchester a Personal Services Agreement with the State of Connecticut for financial assistance to perform environmental remediation (cleanup) of the former Norton Paper Mill located at 139 Westchester Road (CT Route #149) in Colchester, Connecticut, in the amount of \$250,000.

**AND BE IT FURTHER RESOLVED:** That Bernard Dennler, III, the First Selectman, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Colchester, and to perform all acts and deeds which may be necessary or appropriate to carry out the terms and conditions of the CT DEEP CERCLA 128(a) Brownfield Grant Program.

This resolution was approved by vote of the Colchester Board of Selectmen on April 4, 2024.

Dated at Colchester, Connecticut this \_\_\_\_\_ day of April, 2024.

\_\_\_\_\_  
Bernard Dennler, III  
Colchester First Selectman



5 February 2024

Demian Sorrentino  
Planning Director  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415-1260

**Re: Professional Consulting Services Proposal  
CTDEEP Flood Management Certification  
139 Westchester Rd. ("The Project")  
Colchester, CT  
Langan Project No. 140126800**

Dear Mr. Sorrentino:

Based on correspondence with your office, Langan, CT (Langan) is providing this proposal for CTDEEP Flood Management Certification (FMC) application and coordination services at the former Norton Paper Mill at 139 Westchester Road in Colchester, Connecticut. We welcome the opportunity to continue working with your office on this exciting project!

## SCOPE OF SERVICES

### 1. CTDEEP Flood Management Certification

Because the proposed environmental remediation work will encroach within the floodplain, we have included scope and fee for the CTDEEP Flood Management Certification process. Our scope in this task includes: attendance at up to two meetings with CTDEEP; completion of the application forms and relevant application materials; preparation of support material for the application. We assume any fill in the floodplain will be offset by compensatory storage and therefore this this scope does not include FEMA permitting, hydraulic analyses and/or flood studies.

**Total Fee = \$9,500**

The above fees are estimated based on our knowledge of the work effort anticipated. Langan will notify your office in writing of additional services if it is necessary to exceed these values.

## CONDITIONS, ASSUMPTIONS AND EXCLUSIONS

We will bill you monthly, based upon the work completed to date, and invoices are payable within 30 days.

This proposal specifically excludes:

- Services beyond the CTDEEP Flood Management Certification as described in this proposal.
- Surveying, landscape architecture, traffic, geotechnical, or environmental engineering services.
- Preparation of presentation drawings (renderings or perspective views).

- Stormwater Management Design or Analysis.
- Construction Documents and Construction Administration.
- FEMA permitting, hydraulic analysis, and flood studies.

We can provide all of these services at an additional cost upon your request. We understand we will be granted full access to the site and that our work can be conducted within normal work hours.

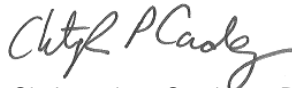
**CLOSURE**

Should this proposal meet your approval, we can begin work immediately. Please sign the authorization below and return the original to our office. We appreciate the opportunity to work with your office. Should you have any questions or comments regarding this proposal, please do not hesitate to contact us.

Sincerely,  
**Langan CT, Inc.**



Brian Phillips, P.E.  
Senior Project Manager



Christopher Cardany, P.E., LEED AP  
Principal/Vice President

Enclosures:    General Terms and Conditions  
                  Supplemental Terms and Conditions

\\Langan.com\data\NH\data8\140126801\Marketing Data\Proposals\2024-02-01 FMC Proposal-139 Westchester Rd..docx

**Authorization:**

**Receipt of this proposal, including the General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted:**

**Company:** \_\_\_\_\_ (**"Client"**)

**By/Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Langan CT, Inc. will be the contracting entity for this proposed work. All of the work will be performed by Langan Engineering and Environmental Services, LLC, which will contract to Langan CT, Inc.*



These Terms and Conditions shall apply to services provided by **Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, LLC; or Langan CA, Inc.; or Langan CT, Inc.; or Langan MA, Inc.; or Langan MI, Inc.; or Langan NC, Inc.; or Langan International, LLC; or Langan International UK, LTD.; or Langan Panama, S. DE R.L.;** or such other Langan entity specifically identified in the Proposal (each individually, a "**LANGAN ENTITY**"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "**Proposal**"), shall constitute the "**Agreement.**" For purposes of this Agreement, the **LANGAN ENTITY** identified in the Proposal shall be referred to as "**LANGAN**" and the entity signing the Proposal shall be referred to as "**CLIENT.**"

#### **A. SCOPE OF SERVICES AND ADDITIONAL SERVICES**

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

#### **B. STANDARD OF CARE**

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

#### **C. CLIENT RESPONSIBILITIES**

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; (vii) give immediate written notice to LANGAN whenever CLIENT becomes aware of a cyber-event impacting CLIENT's or LANGAN's data or computer systems, including but not limited to theft, dissemination or use of confidential or personally identifiable information, or breach of network security (including unauthorized access to, use of or tampering with computer systems or data, or introduction of any virus or malware); and (viii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

CLIENT acknowledges that LANGAN has expended substantial time and expense in recruiting and training its employees and that the loss of such employees would cause significant financial harm to LANGAN. CLIENT therefore agrees that during the term of this Agreement and for one (1) year following completion of the Services, not to, directly or indirectly, attempt to or actually solicit, recruit or hire, any LANGAN employee involved with the Services. In the event this provision is violated, CLIENT will, on demand, pay LANGAN damages in an amount equal to the current yearly salary of the employee. CLIENT agrees that: (i) damages for a violation of this provision are difficult to ascertain; and (ii) the amount set forth herein bears a reasonable relationship to the actual damages LANGAN would incur and does not constitute a penalty. This provision will not apply to offers of employment resulting from general solicitations in the public domain.

#### **D. INVOICING AND SERVICE CHARGES**

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and LANGAN was not notified by CLIENT, CLIENT agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. CLIENT also agrees to defend, indemnify, and hold harmless LANGAN from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

#### **E. RIGHT OF ENTRY**

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services, including execution of any site access or license agreements required for completion of the Services. LANGAN will not be required to execute any site access or license agreement(s). While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

#### **F. JOBSITE SAFETY AND CONTROL OF WORK**

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

#### **G. EXISTING CONDITIONS AND SUBSURFACE RISKS**

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.



LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

#### **H. HAZARDOUS MATERIALS**

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

#### **I. INDEMNIFICATION**

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

#### **J. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

#### **K. WAIVER OF CONSEQUENTIAL DAMAGES**

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

#### **L. INSURANCE**

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

#### **M. FORCE MAJEURE**

LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil

disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

#### **N. OPINION OF COST**

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

#### **O. PROJECT DELIVERABLES**

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. In the event LANGAN is required to execute any certifications, it is understood and agreed that: (i) the words "certify" or "certification" shall mean an expression of LANGAN's professional opinion based upon available information and consistent with the Standard of Care; and (ii) such certification does not constitute a warranty or guarantee by LANGAN.

#### **P. CONFLICTS OF INTEREST**

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

#### **Q. TERMINATION AND SUSPENSION**

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement.

Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of suspension for non-payment, LANGAN shall have the right to: (i) withhold its project Deliverables; and (ii) demand advanced payment for future services. Furthermore, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with this Section Q, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

#### **R. DISPOSAL OF SAMPLES**

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation. CLIENT shall reimburse LANGAN for the actual cost of disposal plus 15%.

#### **S. RIGHT TO REFERENCE PROJECT**

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

#### **T. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party, provided, however, that LANGAN can assign this Agreement, without consent, to a subsidiary or affiliate of LANGAN. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

If LANGAN is requested to execute a consent to assignment of this Agreement to a lender or other entity providing financing for the Project, LANGAN, in its sole but reasonable discretion, may agree to execute any such document provided it does not materially alter LANGAN's risk exposure or obligations under this Agreement, and provided the assignee agrees to: (i) pay any amounts due and owing at the time of assignment; (ii) pay any amounts to become due subsequent to such assignment; and (iii) be bound by the terms and conditions of this Agreement.

**U. DISPUTE RESOLUTION**

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

**V. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

**W. ENTIRE AGREEMENT**

Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

## **Supplemental Terms and Conditions**

### **SUBCONTRACTED CHARGES**

All subcontracted work including laboratory analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

### **OTHER EXPENSES**

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at \$.55 per mile. Sampling vans are billed at daily rates plus mileage.

### **TERMS**

Invoices are payable within 30 days. Service charge of 1.0%/mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

## AUTHORIZING RESOLUTION OF THE

**Insert Name Of Governing Body -- For Example, Town Council**

## CERTIFICATION:

I, Gayle Furman, the Town Clerk of the Town of Colchester, do hereby certify that the following is a true and correct copy of a resolution adopted by Colchester Board of Selectmen at its duly called and held meeting on April 4, 2024, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Town of Colchester Board of Selectmen may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Bernie Dennler, as First Selectman of Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Colchester and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Bernie Dennler now holds the office of First Selectmen and that he has held that office since November 20, 2024.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 4th day of April 2024.

Gayle Furman – Town Clerk

PLACE  
SEAL HERE  
(or “L.S.” if  
no seal)



**FFY 2023 STATE HOMELAND SECURITY GRANT  
PROGRAM Region 4 MEMORANDUM OF AGREEMENT**




**Data Sheet**


**Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.**

**THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY**

**Step 2- After populating the document, obtain the correct signatures as outlined by the completion checklist on the following page. Digital and /or scanned signatures can be used, no hardcopy/original signatures are required.**

<b>Town Information:</b> 	
<b>Person Completing Document:</b>	
<b>Municipality Name:</b>	
<b>Town CEO Name:</b>	
<b>Town CEO Title (ie. Mayor):</b>	

**\*Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

<b>Point of Contact Information:</b> 	
<b>POC Name &amp; Title:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Phone:</b>	
<b>Fax:</b>	



**FFY 2023 STATE HOMELAND SECURITY GRANT  
PROGRAM Region 4 MEMORANDUM OF AGREEMENT  
CHECKLIST**



Please use this checklist to ensure completion and accuracy of the following agreement.

## 1. Instructions for:

**Received by:** \_\_\_\_\_

**For the MOA:**

- A municipal point of contact has been identified (p. 1 and 10).
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

**Authorizing Resolution Attached**

The Blanket Resolution Template includes the recommended language for a resolution. If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2023 Homeland Security Grant Program. No other resolutions shall be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2023 HSGP funds by the REPT.

(Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2023 Homeland Security Grant Program)

**Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to:** \_\_\_\_\_, Southeastern CT COG, Region 4 Fiduciary at:

## 2. Instructions for the Southeastern CT COG as Regional Fiduciary

**Received by:** \_\_\_\_\_

**Review and Signature**

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis prior to completion of FY 2023 expenditures.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2023 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2023 Homeland Security Grant Program).

**DUE DATE:**

**Send to Regional Fiduciary on or before  
September 30, 2024**



# MEMORANDUM OF AGREEMENT

## REGARDING USE OF FEDERAL FISCAL YEAR 2023 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 4

### I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

#### A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of \_\_\_\_\_, the Southeastern CT COG (Fiduciary) and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2023 State Homeland Security Grant Program (SHSGP), Award No. EMW-2023-SS-00046. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. The State of Connecticut is retaining pass-through funds from 2023 SHSGP in the total amount of \$1,748,256.89 on behalf of local units of government, for the following eleven regional set-aside projects designed to benefit the state's municipalities:
  1. Regional Collaboration, 2. Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS\*; 3. Addressing Emergent Threats; 4. Capitol Region Metropolitan Medical Response System (MMRS); 5. Enhancing Community Preparedness and Resilience/Citizen Corps\*. 6. New England Disaster Training Center; 7. Enhancing Cybersecurity\*; 8. Combating Domestic Violent Extremism\*; 9. Enhancing the Protection of Soft Targets/Crowded Places\* (allocation included in REPT subgrants;); 10. Enhancing election security\*; and 11. Enhancing Connecticut Operational Readiness and Response
  2. (*\*denotes National Priority Project*)
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including \_\_\_\_\_ – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4
6. \_\_\_\_\_ is eligible to participate in those Federal Fiscal Year 2023 SHSGP regional allocations made through the Region 4 REPT in the amount of \$400,288.97 (\$361,203.97 for regional projects, \$29,085 for soft target projects, \$10,000 for the regional hazardous materials team) for Region 4 which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by DESPP/DEMHS.

#### B. Purpose of Agreement

1. DESPP/DEMHS and \_\_\_\_\_ enter into Part I of this MOA authorizing DESPP/DEMHS to act as the agent of \_\_\_\_\_ and allowing the DESPP/DEMHS to retain and administer grant funds provided under 2023 SHSGP for the eleven regional set-aside projects listed above, and also for The Southeastern CT COG to provide the financial and programmatic oversight described below.

#### C. SAA and \_\_\_\_\_ Responsibilities.

1. DESPP/DEMHS agrees to administer the SHSGP grant funds of \$1,748,256.89 in furtherance of the eleven regional set-aside projects listed above. \_\_\_\_\_ agrees to allow State of Connecticut to provide financial and programmatic oversight of the \$1,748,256.89 for the purpose of supporting the allocations and uses of funds under the



2023 SHSGP consistent with the 2023 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. \_\_\_\_\_ agrees to allow DESPP/DEMHS to hold, manage, and disburse the grant funds that have been reserved for the eleven regional set-aside projects listed above.

**D. Southeastern CT COG and Responsibilities**

\_\_\_\_\_ also agrees to allow the Southeastern CT COG to provide financial and programmatic oversight of the Federal Fiscal Year 2023 regional allocation in the amount of \$400,288.97 (\$361,203.97 for regional projects, \$29,085 for soft target projects, \$10,000 for the regional hazardous materials team) targeted to member municipalities in DEMHS Region 4 and recommended through the Region 2 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DEMHS.

**II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS**

**A. Introduction**

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS) as the State Administrative Agent (SAA) the municipality of \_\_\_\_\_, the Southeastern CT COG (Fiduciary), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. \_\_\_\_\_ has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of \_\_\_\_\_, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that \_\_\_\_\_ may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2023 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, all equipment and resources sharing and coordination. All equipment and resources purchased with SHSGP money in this region is eligible for use by any municipality in the region, regardless of who is the custodial owner. An inventory of all equipment purchased with this money shall be maintained and available to DEMHS and all Region 4 municipalities if requested.
6. The Southeastern CT COG (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2023;

**B. Purpose.**

DESPP/DEMHS, the Region 4 REPT, Southeastern CT COG (Fiduciary), and \_\_\_\_\_, enter into Part II of this MOA regarding asset(s) for which \_\_\_\_\_ agrees to be the custodial owner, and which are described in the approved 2023 Subgrant Application and will be added to this MOA as Appendix A.

**C. Agreements and Responsibilities of the Parties.**

**1. Definitions.**

As used in this MOA:

- The term “authorized training” means training that is authorized by DESPP/DEMHS.
- The term “custodial owner” means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

**2. Responsibilities of DESPP/DEMHS and Southeastern CT COG (Fiduciary)**

In its role as SAA, DESPP/DEMHS will subgrant funds to Southeastern CT COG which, as the Region 4 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

**3. Appendix A.**

The parties agree that decisions regarding the placement of regional assets in \_\_\_\_\_ may be made after the execution of this agreement and that Appendix A shall be completed accordingly. \_\_\_\_\_ agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 4 REPT, and the Chief Executive Officer, or his/her designee, of \_\_\_\_\_.

**4. Responsibilities of Custodial Owner**

\_\_\_\_\_ understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, \_\_\_\_\_ agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of \_\_\_\_\_'s municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by \_\_\_\_\_ shall conform to the manufacturer's recommendations. If appropriate, \_\_\_\_\_ shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of \_\_\_\_\_ performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

**5. Responsibilities of the REPT.**

The Region 4 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), \_\_\_\_\_ is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4

**6. Assignment of Asset(s).**

If \_\_\_\_\_ does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

**7. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

**8. Authority to Enter Agreement.**

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of \_\_\_\_\_ is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

**9. Duration of Agreement.**

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by DESPP/DEMHS, giving

\_\_\_\_\_ written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

**10. Amendment of the Agreement.**

This agreement may be modified upon the mutual written consent of the parties.

**11. Additional Required Terms and Conditions**

Parties agree to incorporate the additional terms in Appendix B and Appendix C into this agreement. Parties agree to be bound by the terms in Appendix B and Appendix C.

Points of Contact

1. The Point of Contact for DESPP/DEMHS as the SAA	
<b>Name &amp; Title:</b> Deputy Commissioner Brenda M. Bergeron	
<b>Address:</b> 1111 Country Club Road, Middletown, CT 06457	
<b>Emails:</b> <a href="mailto:brenda.bergeron@ct.gov">brenda.bergeron@ct.gov</a> and <a href="mailto:DEMHS.HSGP@ct.gov">DEMHS.HSGP@ct.gov</a>	<b>Phone:</b> 860-685-8531
	<b>Fax:</b> 860-685-8551
2. The Point of Contact for (Please fill in the following fields)	
<b>Name &amp; Title:</b>	
<b>Address:</b>	
<b>Email Address:</b>	<b>Phone:</b>
	<b>Fax:</b>

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its Chief Executive Officer  
Duly Authorized

Typed Name & Title: \_\_\_\_\_

THE Southeastern CT COG, as fiduciary agent By:

\_\_\_\_\_ Date: \_\_\_\_\_

Its Chief Executive Officer  
Duly Authorized

Typed Name \_\_\_\_\_

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

By: \_\_\_\_\_ Date: \_\_\_\_\_

Brenda M. Bergeron

Duly Authorized

# MEMORANDUM OF AGREEMENT

REGARDING USE OF  
FEDERAL FISCAL YEAR STATE HOMELAND SECURITY  
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL  
ASSETS IN DEMHS REGION

## AMENDMENT TO APPENDIX A

FOR THE [REDACTED]

Equipment Description

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THE [REDACTED]

By: \_\_\_\_\_  
Its Chief Executive Officer Duly Authorized

Date: \_\_\_\_\_

Typed Name & Title:

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: \_\_\_\_\_  
Brenda M. Bergeron  
Deputy Commissioner  
Duly Authorized

Date: \_\_\_\_\_



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



State of Connecticut General Terms and Conditions

**SECTION 1: Audits**

- 1.1 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 Department 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.

**SECTION 2: Access to Contract and State Data.**

- 2.1 The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

**SECTION 3: Forum and Choice of Law.**

- 3.1 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.

**SECTION 4: Termination.**

- 4.1 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.

- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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 accordance with Exhibit A, 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.
- 4.6 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.
- 4.7 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.
- 4.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.



**SECTION 5: Tangible Personal Property.**

- 5.1 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:
- 5.1.1 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;
- 5.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- 5.1.3 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;
- 5.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- 5.1.5 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.
- 5.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that 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.
- 5.3 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.

**SECTION 6: Indemnification.**

- 6.1 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.

- 6.2 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 third party acting under the direct control or supervision of the State.
- 6.3 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.
- 6.4 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.
- 6.5 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 name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- 6.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

#### **SECTION 7: Sovereign Immunity.**

- 7.1 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.

#### **SECTION 8: Summary of State Ethics Laws.**

- 8.1 Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary

and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

**SECTION 9: Audit and Inspection of Plants, Places of Business and Records.**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 The Contractor shall 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 Agreement. The Contractor shall 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 Agreement's setoff provision.
- 9.5 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 Agreement, or (ii) the expiration or earlier termination of this Agreement, 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.
- 9.6 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.
- 9.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

**SECTION 10: Campaign Contribution Restriction.**

- 10.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as 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 Agreement 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.

**SECTION 11: Protection of Confidential Information.**

- 11.1 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.
- 11.2 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 Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- 11.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- 11.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
- 11.2.3 A process for reviewing policies and security measures at least annually
- 11.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and
- 11.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 11.3 The Contractor and Contractor Parties shall notify the Department 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 Department 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 Department, any State of Connecticut entity or any affected individuals.

- 11.4 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.
- 11.5 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 the Department.
- 11.6 The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

"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.

"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.

## **SECTION 12: Executive Orders and Other Enactments.**

- 12.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

- 12.2 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 this Contract as if they had been fully set forth in it.
- 12.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

### **SECTION 13: Nondiscrimination.**

- 13.1 For purposes of this Section, the following terms are defined as follows:
- 13.1.1 "Commission" means the Commission on Human Rights and Opportunities;
- 13.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
- 13.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 13.1.4 "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;
- 13.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 13.1.6 "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;
- 13.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 13.1.8 "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;
- 13.1.9 "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

13.1.10 "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).

- 13.2 (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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; 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 Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- 13.3 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.
- 13.4 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 13.5 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 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 Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 13.6 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.
- 13.7 (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 collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.

- 13.8 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 Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 13.9 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

#### **SECTION 14: Iran Investment Energy Certification.**

- 14.1 Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- 14.2 If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

#### **SECTION 15: Consulting Agreement Representation.**

- 15.1 Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral





- personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- 16.4 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

**SECTION 17: Large State Contract Representation for Official or Employee of State Agency.**

- 17.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

**SECTION 18: Call Center and Customer Service Work.**

- 18.1 Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

**SECTION 19: Compliance with Consumer Data Privacy and Online Monitoring.**

- 19.1 Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Homeland Security Grant Program**

**GRANTEE:** Connecticut Department of Emergency  
Services and Public Protection  
**PROGRAM:** Homeland Security Grant Program  
**AGREEMENT NUMBER:** EMW-2023-SS-00046-S01

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### **Article I - Summary Description of Award**

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,847,500. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

### **Article II - HSGP Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

### **Article III - DHS Standard Terms and Conditions Generally**

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

#### **Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

#### **Article V - General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

#### **Article VI - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article VII - Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article VIII - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article IX - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article X - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **Article XI - Civil Rights Act of 1964 - Title VI**

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

#### **Article XII - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XIII - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XIV - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XV - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

#### **Article XVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two

or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

#### **Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

#### **Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

#### **Article XIX - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XX - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XXI - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XXII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

#### **Article XXIII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XXIV - Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

#### **Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal



award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

#### **Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XXVII - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXVIII - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXX - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XXXI - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XXXII - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

#### **Article XXXIII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection

Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXXIV - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXVI - Reporting Subawards and Executive Compensation**

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

#### **Article XXXVIII - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXXIX - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XL - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XLI - Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article XLII - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

#### **Article XLIII - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XLIV - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XLV - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and

executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **Article XLVII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **Article XLVIII - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

#### **Article XLIX - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article L - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.